UNDERWRITING AGREEMENT

March 16, 2021

Vibe Growth Corporation
#250, 997 Seymour Street
Vancouver, British Columbia
V6B 3M1

Attention: Mark Waldron, Chief Executive Officer

Dear Sirs/Mesdames:

The undersigned, Beacon Securities Limited ("**Beacon**"), the sole-lead underwriter and sole-bookrunner, and Haywood Securities Inc. ("**Haywood**" and together with Beacon, the "**Underwriters**" and each separately, an "**Underwriter**") hereby offer and agree to purchase, on a "bought deal" basis, or alternatively to arrange, as agent for substituted purchasers (the "**Substituted Purchasers**") in the Selling Jurisdictions (as defined below) to purchase, from Vibe Growth Corporation (the "**Company**") and the Company hereby agrees to issue and sell to the Underwriters or Substituted Purchasers 16,830,250 units of the Company (each, a "**Unit**"), at a purchase price of $0.82 per Unit (the "**Unit Price**") for aggregate gross proceeds of $13,800,805, upon and subject to the terms and conditions contained herein (the "**Offering**").

Each Unit shall be comprised of one (1) common share in the capital of the Company (a "**Unit Share**") and one-half (0.5) of one common share purchase warrant of the Company (each whole common share purchase warrant, a "**Warrant**"). Each Warrant shall entitle the holder thereof to acquire one common share of the Company (a "**Warrant Share**") at a price of $1.06 for a period of 36 months from the Closing Date (as defined below), subject to the Company's Acceleration Right (as defined below).

The Units, Unit Shares, Warrants and Warrant Shares shall be referred to herein as the "**Offered Securities**".

The Warrants will be governed by the terms of a warrant indenture (the "**Warrant Indenture**") to be entered into on the Closing Date between the Company and Odyssey Trust Company.

The Company agrees that the Underwriters will be permitted to appoint other registered dealers (or other dealers duly licensed or registered in their respective jurisdictions) as their agents to assist in the Offering and that the Underwriters may determine the remuneration payable to such other dealers appointed by them. Such remuneration shall be payable by the Underwriters.

Offers and sales of Offered Securities in the United States (as defined below) may only be made on a private placement basis in the following manner and in compliance with Schedule "A" to this Agreement. The Underwriters may, through their U.S. Affiliates (as defined below): (i) offer and resell the Offered Securities to Qualified Institutional Buyers in the United States on a private placement basis pursuant to the exemption from the registration requirements of the U.S. Securities Act provided by Rule 144A (as defined below); or (ii) offer and sell the Offered Securities to Substituted Purchasers that are U.S. Accredited Investors (as defined below) in the United States on a private placement basis pursuant to the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D, and in each of (i) and (ii) pursuant to Schedule "A" attached hereto.

For each Substituted Purchaser that shall purchase the Offered Securities the obligations of the Underwriters to do so will be reduced by the number of Offered Securities purchased by the Substituted Purchasers directly from the Company.

In consideration of the services to be rendered by the Underwriters in connection with the Offering, the Company will:

(a) pay to the Underwriters a cash fee (the "**Underwriters' Fee**") in an amount equal to 7.0% of the gross proceeds from the sale of the Units under the Offering. The proceeds from the sale of the Units less the Underwriters' Fee and Underwriters' other costs and expenses as provided for in this Agreement shall be paid by the Underwriters to the Company on the Closing Date. Subject to compliance with regulatory approvals, including the policies of the CSE (as defined below), the Underwriter shall be entitled to receive up to 50% of the Underwriters' Fee in Units at the Unit Price, in its sole discretion;

(b) pay to Beacon a cash fee in an amount equal to $78,500, payable on the Closing Date (the "**Corporate Finance Fee**"); and

(c) issue to the Underwriters on the Closing Date, subject to compliance with all required regulatory approvals, including the policies of the CSE, non-transferable compensation options (the "**Compensation Options**") entitling the Underwriters to purchase, at the Unit Price, that number of Common Shares equal to 7.0% of the aggregate number of Units issued by the Company under the Offering. The Compensation Options shall have a term of 36 months from the Closing Date, subject to the same Acceleration Rights as applicable to the Warrants. If the Compensation Options are unavailable for any reason it is agreed that the Company shall pay to the Underwriters other compensation of comparable value to the Compensation Options. Such other compensation shall be agreed to between the Company and Beacon, each acting reasonably.

This offer is conditional upon and subject to the additional terms and conditions set forth below.

1. Definitions.

In this Agreement, in addition to the terms defined above, the following terms shall have the following meanings:

"**Accelerated Expiry Date**" means the date that is 30 calendar days from the date the Company provides notice to warrant holders of an Early Expiry Event and its intention to exercise its Acceleration Right;

"**Acceleration Right**" means the Company's right to accelerate the expiry of the Warrants to the Accelerated Expiry Date upon the occurrence of an Early Expiry Event;

"**Agreement**" means this underwriting agreement, being the agreement between the Company and the Underwriters in respect of the Offering;

"**Ancillary Documents**" means all agreements (including the Subscription Agreements), indentures (including the Warrant Indenture), certificates (including the certificates, if any, representing the Unit Shares), the Warrants and the Warrant Shares, officer's certificates, notices and other documents executed and delivered, or to be executed and delivered, by the Company in connection with the Offering, whether pursuant to applicable Securities Laws or otherwise;

"**Annual Financial Statements**" shall have the meaning ascribed thereto in subsection 4(j);

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

"**Beacon**" shall have the meaning ascribed thereto on the first page of this Agreement;

"**Business Day**" means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in Vancouver, British Columbia and Toronto, Ontario are not open for business;

"**Canadian Securities Laws**" means, as applicable, the securities legislation, regulations, rules, rulings and orders in each of the Selling Jurisdictions in each case having the force of law and the rules of the CSE;

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

"**Claims**" shall have the meaning ascribed thereto in Section 13;

"**Closing**" means the closing on the Closing Date of the transaction of purchase and sale in respect of the Offered Securities (excluding the Warrant Shares) as contemplated by this Agreement and the Ancillary Documents;

"**Closing Date**" means March 16, 2021 or such other date as the Underwriters and the Company may agree upon;

"**Closing Time**" means 8:00 a.m. (Toronto time) on the Closing Date or such other time on the Closing Date as the Underwriters and the Company may agree upon;

"**Common Shares**" means the common voting shares in the capital of the Company as constituted on the date hereof;

"**Company**" shall have the meaning ascribed thereto on the first page of this Agreement;

"**Company's knowledge**" means to the actual knowledge of the following individuals: Mark Waldron, Joe Starr and Michal Holub, after having made due inquiry;

"**Company's Financial Statements**" shall have the meaning ascribed thereto in subsection 4(k);

"**Compensation Options**" shall have the meaning ascribed thereto on the second page of this Agreement;

"**Corporate Finance Fee**" shall have the meaning ascribed thereto on the second page of this Agreement;

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

"**Debt Instrument**" means any loan, bond, debenture, promissory note or other instrument evidencing indebtedness (demand or otherwise) for borrowed money or other liability;

"**Directed Selling Efforts**" means "directed selling efforts" as that term is defined in Regulation S. Without limiting the foregoing, but for greater clarity, it means, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the

purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Offered Securities and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of any of the Offered Securities;

"**Due Diligence Sessions**" shall have the meaning ascribed thereto in subsection 5(f);

"**Early Expiry Event**" means the occurrence, at any time following the date hereof, of the volume-weighted average closing price of the Common Shares on the CSE (or if the Common Shares are not listed on the CSE, then on such other recognized Canadian stock exchange on with the Common Shares are primarily traded) equalling or exceeding $2.12 for a period of at least 10 consecutive Trading Days;

"**Governmental Authority**" means any: (i) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign; (ii) subdivision, agent, commission, board, or authority of any of the foregoing; or (iii) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under, or for the account of, any of the foregoing;

"**Haywood**" shall have the meaning ascribed thereto on the first page of this Agreement;

"**IFRS**" shall have the meaning ascribed thereto in subsection 4(j);

"**including**" means including without limitation;

"**Indemnified Parties**" shall have the meaning ascribed thereto in Section 13;

"**Indemnitor**" shall have the meaning ascribed thereto in Section 13;

"**Intellectual Property**" means all domestic and foreign: (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto and all patents, patent applications, patent disclosures and industrial designs, together with all re-issuances, continuations, continuations-in-part, revisions, extensions and re-examinations thereof; (b) trademarks, service marks, trade dress, trading styles, logos, trade names and business names, domain names, social media handles, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith and all applications, registrations and renewals in connection therewith; (c) copyrightable works, copyrights and applications, registrations and renewals in connection therewith; (d) trade secrets and confidential business information (including ideas, research and development, know-how, formulas, algorithms, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals); (e) computer systems, software, data and related documentation; (f) right, title and interest as licensee or authorized user of any of the aforementioned intellectual property; and (g) copies and tangible embodiments thereof in whatever form or medium whether now known or hereafter developed;

"**Material Adverse Effect**" means the effect resulting from any event or change which is materially adverse to the business, affairs, capital, operations, property rights or assets, liabilities (contingent or otherwise) of the Company and the Subsidiaries, taken as a whole; provided that a Material Adverse Effect shall not include an adverse effect resulting from a change: (i) that arises out of a matter that has been publicly disclosed prior to the date of this Agreement; (ii) that results from

general economic, financial, currency exchange, interest rate or securities market conditions in Canada or the United States; or (iii) that is a direct result of any matter permitted by this Agreement or consented to in writing by the Underwriters;

"**Material Agreement**" means any Debt Instrument, mortgage, indenture, contract, commitment, agreement (written or oral), instrument, lease or other document, to which the Company or the Subsidiaries is a party and which is material to the Company;

"**Material Subsidiaries**" means the entities listed in Schedule "C" attached hereto, as applicable, each a Material Subsidiary and collectively the "**Material Subsidiaries**";

"**misrepresentation**", "**material fact**", "**material change**", "**affiliate**", "**associate**", and "**distribution**" have the respective meanings ascribed thereto in the *Securities Act* (British Columbia);

"**Money Laundering Laws**" shall have the meaning ascribed thereto in subsection 4(kkk);

"**NI 45-102**" means National Instrument 45-102 – *Resale of Securities*;

"**NI 45-106**" means National Instrument 45-106 – *Prospectus Exemptions*;

"**notice**" shall have the meaning ascribed thereto in Section 19;

"**Offered Securities**" shall have the meaning ascribed thereto on the first page of this Agreement;

"**Offering**" shall have the meaning ascribed thereto on the first page of this Agreement;

"**Permits**" shall have the meaning ascribed thereto in subsection **Error! Reference source not found.**;

"**person**" means any individual, corporation, partnership, joint venture, association, trust or other legal entity;

"**Personnel**" shall have the meaning ascribed thereto in Section 13;

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

"**Public Disclosure Documents**" means, collectively, all of the documents which have been filed by or on behalf of the Company since March 25, 2019 and prior to the Closing Time under its profile on SEDAR;

"**Qualified Institutional Buyer**" means a "qualified institutional buyer" within the meaning of Rule 144A;

"**Regulation D**" means Regulation D promulgated by the SEC under the U.S. Securities Act;

"**Regulation S**" means Regulation S promulgated by the SEC under the U.S. Securities Act;

"**Reporting Jurisdictions**" means British Columbia, Alberta, Saskatchewan, Manitoba and Ontario collectively;

"**Requirements**" means the exemptions from the prospectus requirements of the Canadian Securities Laws which are outlined in NI 45-106 and similar exemptions applicable or such other jurisdictions where the Offered Securities may be offered or sold;

"**Rule 144A**" means Rule 144A promulgated by the SEC under the U.S. Securities Act;

"**SEC**" means United States Securities and Exchange Commission;

"**Securities Laws**" means, as applicable, the securities legislation, regulations, rules, rulings and orders in each of the Selling Jurisdictions in each case having the force of law and the rules of the CSE and U.S. Securities Laws;

"**Securities Regulators**" means, collectively, the securities regulators or other securities regulatory authorities in the Selling Jurisdictions;

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

"**Selling Jurisdictions**" means each of the provinces in Canada and such other jurisdictions as mutually agreed to by the Company and the Underwriters;

"**Subscribers**" means the persons who, as purchasers or beneficial purchasers, acquire Offered Securities by duly completing, executing and delivering a Subscription Agreement and any other required documentation;

"**Subscription Agreements**" means the subscription agreements with respect to the Units in the form agreed upon by the Underwriters and the Company, pursuant to which Subscribers agree to subscribe for and purchase the Offered Securities herein contemplated and shall include, for greater certainty, all schedules and appendices thereto;

"**Subsidiary**" means the entities listed in Schedule "B" attached hereto, as applicable, each a Subsidiary and collectively the "**Subsidiaries**";

"**Substituted Purchasers**" shall have the meaning ascribed thereto on the first page of this Agreement;

"**Tax Act**" means the *Income Tax Act* (Canada) and any proposed amendments thereto announced publicly by or on behalf of the Minister of Finance (Canada) on or prior to the date of this Agreement;

"**Taxes**" shall have the meaning ascribed thereto in subsection 4(o);

"**Trading Day**" means, with respect to the CSE a day on which such exchange is open for the transaction of business and with respect to another exchange or an over-the-counter market means a day on which such exchange or market is open for the transaction of business;

"**Transfer Agent**" means Odyssey Trust Company, in its capacity as transfer agent and registrar of the Company at its head office in Calgary, Alberta;

"**Underwriters**" shall have the meaning ascribed thereto on the first page of this Agreement;

"**Underwriters' Expenses**" shall have the meaning ascribed thereto in Section 11;

"**Underwriters' Fee**" shall have the meaning ascribed thereto on the second page of this Agreement;

"**Unit**" shall have the meaning ascribed thereto on the first page of this Agreement;

"**Unit Price**" shall have the meaning ascribed thereto on the first page of this Agreement;

"**Unit Share**" shall have the meaning ascribed thereto on the first page of this Agreement;

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

"**U.S. Accredited Investor**" means an "accredited investor" within the meaning of Rule 501(a) of Regulation D under the U.S. Securities Act;

"**U.S. Affiliate**" means the duly registered United States broker-dealer affiliate of an Underwriter;

"**U.S. Exchange Act**" means the *United States Securities and Exchange Act* of 1934, as amended;

"**U.S. Person**" means "U.S. person" as defined in Rule 902 of Regulation S;

"**U.S. Securities Act**" means the *United States Securities Act* of 1933, as amended;

"**U.S. Securities Laws**" means all applicable securities legislation in the United States, including without limitation, the U.S. Securities Act, the U.S. Exchange Act and the rules and regulations promulgated thereunder, including the rules and policies of the SEC and any applicable state securities laws;

"**Warrant**" shall have the meaning ascribed thereto on the first page of this Agreement;

"**Warrant Indenture**" shall have the meaning ascribed thereto on the first page of this Agreement; and

"**Warrant Share**" shall have the meaning ascribed thereto on the first page of this Agreement.

2. Terms and Conditions.

(a) **Sale on Exempt Basis.** The Underwriters shall purchase, on a "bought deal" basis, or alternatively arrange, as agent for Substituted Purchasers in the Selling Jurisdictions to purchase the Offered Securities pursuant to the Offering in the Selling Jurisdictions in compliance with all applicable Securities Laws such that each of the offer and sale of the Offered Securities does not obligate the Company to file a prospectus or other offering document or deliver or file an offering memorandum or other offering document with any Securities Regulators under Securities Laws or subject the Company to any continuous disclosure or other similar reporting requirements under the laws of any jurisdiction outside of the Selling Jurisdictions to which it is not currently subject. In addition, the Underwriters agree that the Offered Securities may only be offered and sold in the United States in accordance with the terms, conditions, representations, warranties and covenants contained in Schedule "A" hereto, the provisions of which are agreed to by the Company, the Underwriters and the U.S. Affiliates, and which are hereby incorporated by reference.

(b) **Filings.** The Company undertakes to file, or cause to be filed, all forms or undertakings required to be filed by the Company in connection with the issue and sale of the Offered Securities that the distribution of the Offered Securities to the Subscribers may lawfully occur without the necessity of filing a prospectus or an offering memorandum (but on terms that will permit the Offered Securities acquired by the Subscribers in the Selling Jurisdictions to be sold by such Subscribers at any time in the Selling Jurisdictions subject to applicable hold periods and other restrictions under Securities Laws), and the Underwriters undertake to use their commercially reasonable best efforts to cause Subscribers of Offered Securities to complete (and it shall be a condition of closing in favour of the Company that the Subscribers complete and deliver to the Company) any forms or undertakings required by Securities Laws. All fees payable in connection with such filings shall be at the expense of the Company.

(c) **Offering Memorandum.** The Underwriters shall not: (i) provide to prospective purchasers of Offered Securities any document or other material that would constitute an offering memorandum within the meaning of the Securities Laws of the Selling Jurisdictions; or (ii) engage in any form of general solicitation or general advertising in connection with the offer and sale of the Offered Securities, including but not limited to, causing the sale of the Offered Securities to be advertised in any newspaper, magazine, printed public media, printed media or similar medium of general and regular paid circulation, broadcast over radio, television or telecommunications, including electronic display or the internet, or otherwise, or conduct any seminar or meeting relating to any offer and sale of the Offered Securities whose attendees have been invited by a general solicitation or general advertising.

3. Press Releases.

Neither the Company, nor the Underwriters, shall make any public announcement in connection with the Offering, except if the other party has consented to such announcement or the announcement is required by applicable laws or stock exchange rules. For greater certainty, the Company will promptly provide to the Underwriters drafts of any press releases of the Company relating to the Offering for review and comment by the Underwriters and the Underwriters' counsel prior to issuance, provided that any such review will be completed in a timely manner, and the Company will incorporate in such press releases all reasonable comments of the Underwriters. Any such press release shall contain the following legend: "NOT FOR DISTRIBUTION TO UNITED STATES NEWS WIRE SERVICES OR FOR DISSEMINATION IN THE UNITED STATES." In addition, any such press release shall also contain the following disclaimer language: "This news release does not constitute an offer to sell or a solicitation of an offer to sell any of securities in the United States. The securities have not been and will not be registered under the *United States Securities Act* of 1933, as amended (the "**U.S. Securities Act**") or any state securities laws and may not be offered or sold within the United States or to U.S. Persons unless registered under the U.S. Securities Act and applicable state securities laws or an exemption from such registration is available." For greater clarity, the Underwriters acknowledge that this Section 3 will not apply to public disclosure by the Company of the Offering in its Public Disclosure Documents (such as financial statements, management's discussion and analysis, annual information forms, etc.) after the Closing Date.

4. Representations and Warranties of the Company.

The Company represents and warrants to the Underwriters and the Subscribers, and acknowledges that each of them is relying upon such representations and warranties in connection with the completion of the Offering, that:

(a) the Company has been duly organized and is validly existing under the laws of its jurisdiction of existence, is in good standing, has the corporate power and authority and is duly qualified and possesses all material certificates, authority, permits and licences issued by the appropriate provincial, state, municipal, federal regulatory agencies or bodies necessary (and has not received or is not aware of any modification or revocation to such certificates, authority, permits or licences, except such modifications or amendments as are necessary for the conduct of its business) to carry on its business as now conducted and to own its properties and assets, except for those certificates, authority, permits and licences which the failure to obtain would not, individually or in the aggregate, have a Material Adverse Effect;

(b) other than the Subsidiaries, the Company has no investment in any person which could be material to the business and affairs of the Company. The Company is the direct or indirect registered and beneficial owner of all of the issued and outstanding shares of or other voting securities in its Subsidiaries free and clear of all encumbrances, liens, mortgages, hypothecations, security interests, charges, and no person, firm, corporation or entity has any agreement, option, right or privilege (whether pre-emptive or contractual) capable of becoming an agreement or option, for the purchase from the Company or the Subsidiaries of any of the shares or other securities of the Subsidiaries;

(c) the Subsidiaries are existing as a corporations in good standing under the laws of their jurisdiction of incorporation and, as described in Public Disclosure Documents, have the corporate power, capacity and authority to own, lease and operate their respective property and assets, to conduct their respective businesses as now conducted and to carry out the provisions hereof: (i) the Subsidiaries, where required, have been duly qualified as an extra-provincial or foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases property, or conducts any business and is not precluded from carrying on business or owning property in such jurisdictions by any other commitment, agreement or document; and (ii) no proceedings have been instituted or, to the knowledge of the Company, are pending for the dissolution or liquidation or winding-up of the Subsidiaries;

(d) the Company has the corporate power and authority to enter into this Agreement and the Ancillary Documents and to perform the transactions contemplated hereby and thereby and the issuance and sale by the Company of the Unit Shares, Warrants and the issuance and delivery of the Warrant Shares upon exercise of the Warrants have been duly authorized by all necessary corporate action of the Company, and this Agreement and the Ancillary Documents have been duly executed and delivered by the Company and this Agreement and the Ancillary Documents are, and will upon execution and delivery in accordance with the terms hereof and thereof be, a valid and binding obligation of the Company enforceable against the Company in accordance with their respective terms, subject to bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and except as limited by the application of equitable remedies which may be granted in the discretion of a court of competent jurisdiction and that enforcement of the rights to indemnity and contribution set out in this Agreement and the Ancillary Documents as may be limited by applicable law;

(e) the Company is not party to any instrument or subject to any order or ruling which restricts or might restrict its ability to perform the transactions contemplated herein or result in the payment of a fee, commission or other similar payment to any person other than the Underwriters pursuant to this Agreement;

(f) the authorized capital of the Company consists of an unlimited number of Common Shares, of which, as of the close of business on March 15, 2021, 82,827,980 Common Shares were issued and outstanding as fully paid and non-assessable and no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming such a right, agreement or option, for the issue or allotment of any unissued shares in the capital of the Company or any other security convertible into or exchangeable for any such shares, or to require the Company to purchase, redeem or otherwise acquire any of the issued and outstanding shares in its capital other than options to purchase up to 2,483,769 Common Shares, warrants to purchase up to 1,985,045 Common Shares and 150,000 restricted share units.

(g) all consents, approvals, permits, authorizations or filings as may be required under Canadian Securities Laws necessary for the execution and delivery of this Agreement and the Ancillary Documents and the issuance and sale of the Units, Unit Shares, Warrants and the issuance and delivery of the Warrant Shares upon exercise of the Warrants and the consummation of the transactions contemplated hereby and thereby have been made or obtained, as applicable other than the filings required under NI 45-106 and customary filings with the CSE, all of which will be completed on a post-Closing basis;

(h) each of the execution and delivery of this Agreement and the Ancillary Documents, the performance by the Company of its obligations hereunder or thereunder, the issue and sale of the Units, Unit Shares, Warrants and the issuance and delivery of the Warrant Shares upon due exercise of the Warrants in accordance with the terms of the Warrant Indenture and the consummation of the transactions contemplated hereby, respectively, do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under (whether after notice or lapse of time or both): (i) any statute, rule or regulation applicable to the Company, including Canadian Securities Laws; (ii) the constating documents of the Company or any resolutions passed by the board of directors or shareholders of the Company which are in effect at the date hereof; (iii) any Material Agreement to which the Company is a party or by which it is bound; or (iv) any judgment, decree or order binding the Company or the property or assets of the Company;

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

(j) the audited annual financial statements of the Company for its fiscal year ended December 31, 2019, and notes thereto (the "**Annual Financial Statements**"), are true and correct in all material respects and present fairly, in all material respects, the financial position and results of the operations of the Company for the period then ended and such financial statements have been prepared in accordance with International Financial Reporting Standards ("**IFRS**") as issued by the International Accounting Standards Board applied on a consistent basis;

(k) the unaudited financial statements of the Company for the interim period ended September 30, 2020, and notes thereto (together with the Annual Financial Statements, the "**Company's Financial Statements**"), are true and correct in all material respects and present fairly, in all material respects, the financial position and results of the operations of the Company for the period then ended and such financial statements will have been prepared in accordance with IFRS applied on a consistent basis;

(l) other than as disclosed in the Company's Financial Statements, there has been no change in accounting policies or practices of the Company;

(m) other than as disclosed in the Public Disclosure Documents, since March 25, 2019, and excluding expenditures in the ordinary course of business consistent with past practice, there has not been any adverse material change in the financial position or condition of the Company or the Subsidiaries, nor any change in circumstances materially affecting its business, affairs, capital or assets, or the right or capacity of the Company to carry on its business, such business having been carried on in the ordinary course;

(n) there are no material liabilities of the Company, whether direct, indirect, contingent or otherwise which are not disclosed or reflected in the Company's Financial Statements except those incurred in the ordinary course of its business;

(o) all taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, customs duties and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable or required to be collected or withheld and remitted, by the Company and the Subsidiaries have been paid, collected or withheld and remitted, as applicable, in all material respects. All tax returns, declarations, remittances and filings required to be filed by the Company and the Subsidiaries have been filed with all appropriate Governmental Authorities and all such returns, declarations, remittances and filings are complete and accurate in all material respects and no material fact has been omitted therefrom which would make any of them misleading. To the knowledge of the Company, no examination of any tax return of the Company or the Subsidiaries is currently in progress and there are no issues or disputes outstanding with any Governmental Authority respecting any Taxes that have been paid, or may be payable, by the Company or the Subsidiaries. There are no agreements, waivers or other arrangements with any taxation authority providing for an extension of time for any assessment or reassessment of Taxes with respect to the Company and the Subsidiaries;

(p) the auditors of the Company who audited the Annual Financial Statements and who provided their audit report thereon are independent public accountants as required under applicable Canadian Securities Laws;

(q) since December 31, 2019, there has not been a "reportable event" (within the meaning of National Instrument 51-102) with the present or former auditors of the Company;

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

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

(t) the Company maintains a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with the Company's management's general or specific authorizations; and (ii) transactions are recorded as necessary to permit the preparation of financial statements for the Company in conformity with IFRS;

(u) there is not, in the constating documents nor in any Material Agreement, any restriction upon or impediment to, the declaration or payment of cash dividends by the directors of the Company or the payment of cash dividends by the Company to the holders of the Common Shares;

(v) the Company and the Subsidiaries are not a party to nor bound by or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of the Company or the Subsidiaries to compete in any line of business, transfer or move any of its assets or operations or which has a Material Adverse Effect on the Company or the Subsidiaries, with the exception of any U.S. federal laws, statutes, and/or regulations as applicable to the production, trafficking, distribution, processing, extraction, sale, of cannabis and cannabis related substances and products;

(w) each of the Company and the Subsidiaries has conducted, and is conducting, its business in compliance in all material respects with all applicable laws and regulations of each jurisdiction in which it carries on business including all applicable federal, state, provincial, municipal and local environmental, anti-pollution and licensing laws, regulations and other lawful requirements of any Governmental Authority that govern all aspects the Company and the Subsidiaries business, including, but not limited to, permits and/or licenses to grow, process, and dispense cannabis and cannabis-derived products, with the exception of any U.S. federal laws, statutes, and/or regulations applicable to the production, trafficking, distribution, processing, extraction and sale of cannabis and cannabis related substances and products, and has not received a notice of non-compliance from any Governmental Authority, and does not know of, nor have reasonable grounds to know of, any facts that could give rise to a notice of material non-compliance with any such laws or regulations;

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

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

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

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

(bb) except as disclosed in Schedule "D", neither the Company nor any Subsidiary is a party to or bound by any collective agreement and is not currently conducting negotiations with any labour union or employee association;

(cc) to the knowledge of the Company, there is no legislation, proposed legislation, regulation, or proposed regulation to be published by a legislative or regulatory body, which it anticipates will have a Material Adverse Effect on the business, affairs, operations, assets, liabilities (contingent or otherwise) or prospects of the Company or its Subsidiaries, with the exception of any U.S. federal laws, statutes, and/or regulations as applicable to the production, trafficking, distribution, processing, extraction and sale of cannabis and cannabis related substances and products;

(dd) the Company is in compliance in all material respects with corporate laws and its continuous disclosure obligations under Securities Laws and the information and statements in the Public Disclosure Documents were true and correct as of the respective dates of such information and statements and at the time such documents were filed on SEDAR, do not contain any misrepresentations and no material facts have been omitted therefrom which would make such information materially misleading, and the Company has not filed any confidential material change reports which remain confidential as of the date hereof. The Company is not aware of any circumstances presently existing under which liability is or would reasonably be expected to be incurred under Part 16.1 – *Civil Liability for Secondary Market Disclosure* of the Securities Act (British Columbia) and analogous provisions under Securities Laws in the other Canadian Selling Jurisdictions;

(ee) since March 25, 2019, the Company has filed all forms, reports, documents and information required to be filed by it, whether pursuant to applicable Securities Laws or otherwise, with the CSE or the applicable Securities Regulators, except where a failure to make any such filing would not reasonably be expected to result in a Material Adverse Effect. As of the time the Public Disclosure Documents were filed with the applicable Securities Regulators and on SEDAR (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 Public Disclosure Documents compiled in all material respects with the requirements of the applicable Securities Laws; and (ii) none of the Public Disclosure Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;

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

(gg) there is no "material fact" or "material change" (as those terms are defined in the applicable Securities Laws) in the affairs of the Company that has not been generally disclosed to the public;

(hh) except as would not, individually or in the aggregate, have a Material Adverse Effect, there is not (or are not): (i) any order or directive from any regulatory authority which relates to environmental matters and which requires any material work, repairs,

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

(ii) except: (i) as would not, individually, or in the aggregate, have a Material Adverse Effect; and (ii) for pending applications, each of the Company or its Subsidiaries holds all material authorizations required under any applicable environmental laws in connection with the operation of its business and the ownership and use of its assets, and none of the Company or its Subsidiaries nor any of their respective assets is the subject of any investigation, evaluation, audit or review not in the ordinary and regular course by any governmental entity to determine whether any violation of environmental laws has occurred or is occurring, and none of the Company or its Subsidiaries is subject to any known environmental liabilities;

(jj) no notice with respect to any of the matters referred to in the immediately preceding paragraph, including any alleged violations by the Company or the Subsidiaries with respect thereto has been received by the Company or the Subsidiaries and no writ, injunction, order or judgement is outstanding, and no legal proceeding under or pursuant to any environmental laws or relating to the ownership, use, maintenance or operation of the properties and assets of the Company or the Subsidiaries is in progress, threatened or, to the Company's knowledge, pending, which would reasonably be expected to have a Material Adverse Effect on the Company, and, to the Company's knowledge, there are no grounds or conditions which exist, on or under any property now owned, operated or leased by the Company or the Subsidiaries, on which any such legal proceeding would reasonably be expected to commence or with the passage of time, or the giving of notice or both, would reasonably be expected to give rise;

(kk) all significant acquisitions completed by the Company of any securities, business or assets of any other entity have been fully and properly disclosed in the Public Disclosure Documents, were completed in material compliance with all applicable corporate and Securities Laws and all required corporate and regulatory approvals, consents, authorizations, registrations, and filings required in connection therewith were obtained and complied with;

(ll) to the Company's knowledge, all operations on the properties of the Company and the Subsidiaries have been conducted and are currently conducted in all material respects in accordance with industry standards and any applicable material workers' compensation, and health, safety and workplace laws, regulations and policies;

(mm) (A) the Company and the Subsidiaries have all licences, permits, approvals, consents, certificates, registrations and other authorizations (collectively the "**Permits**") under all applicable laws and regulations necessary or required for the operation of the businesses as carried on by the Company and the Subsidiaries and as its business will be carried on immediately following the Offering; (B) each Permit is valid, subsisting and in good standing; (C) the Company and the Subsidiaries are in compliance with all terms and

conditions of the Permits; (D) neither the Company nor the Subsidiaries are in default or breach of any Permit, and to the Company's knowledge, no proceeding is pending or threatened to revoke or limit any Permit; (E) neither the Company nor the Subsidiaries have received any notice relating to the cancellation, revocation, limitation, suspension, or adverse modification of any Permit; (F) none of the Permits contain any term, provision, condition, or limitation which has or is likely to have any Material Adverse Effect on the Company or the Subsidiaries; and (G) the Company and the Subsidiaries do not anticipate any variation or difficulty in renewing the Permits or any other required licenses, permits, registrations, or qualifications;

(nn) the Company has provided copies of (including all material correspondence relating to) all Permits held by it and the Subsidiaries, and any renewals thereof as of the date hereof;

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

(pp) at the Closing Time, all necessary corporate action has been taken by the Company to: (i) validly authorize and issue the Units; (ii) validly authorize and issue the Unit Shares as fully paid and non-assessable Common Shares; (iii) validly create, authorize and issue the Warrants; and (iv) authorize the issuance of Warrant Shares as fully paid and non-assessable Common Shares upon the due exercise of the Warrants in accordance with the terms of the Warrant Indenture;

(qq) the Company is a reporting issuer in the Reporting Jurisdictions and on the Closing Date will have been a reporting issuer in such provinces for at least four months. The Company is not included on a list of reporting issuers in default maintained by any of the Securities Regulators of the Reporting Jurisdictions;

(rr) except as disclosed in the Public Disclosure Documents, the Company and the Subsidiaries do not have any loans or other indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, or any person not dealing at "arm's length" (as such term is defined in the Tax Act) with the Company or the Subsidiaries;

(ss) except as disclosed in the Public Disclosure Documents, the Company and the Subsidiaries have not guaranteed or agreed to guarantee any debt, liability or other obligation of any kind whatsoever of any person, firm or corporation whatsoever;

(tt) the Company and the Subsidiaries maintain insurance against loss of, or damage to, its material assets including property and casualty insurance for all of their operations on a basis consistent with insurance obtained by reasonably prudent participants in a comparable business in comparable circumstances and all of the policies in respect of such insurance are in amounts and on terms that in the view of the Company's management are reasonable for operations such as these and are in good standing in all respects;

(uu) the Transfer Agent, at its principal office in Calgary, Alberta has been duly appointed as transfer agent and registrar in respect of the Common Shares;

(vv) other than the Underwriters, there are no persons acting or purporting to act at the request of or on behalf of the Company, that are entitled to any brokerage or finder's fee in connection with the transactions contemplated by this Agreement;

(ww) other than the Company and the Subsidiaries, there is no person that is or will be directly entitled to the proceeds from the sale of the Offered Securities pursuant to this Offering under the terms of any Debt Instrument or Material Agreement, or other instrument, agreement or document (written or unwritten);

(xx) the Company and the Subsidiaries are not a party to any agreement, nor is the Company aware of any agreement, which in any manner affects the voting control of any of the securities of the Company;

(yy) except as disclosed in the Public Disclosure Documents, the Company and the Subsidiaries are not a party to any Debt Instrument or any agreement, contract or commitment to create, assume or issue any Debt Instrument other than in the ordinary course of business;

(zz) neither the Company, the Subsidiaries, nor, to the knowledge of the Company, any other person is in default in the observance or performance of any material term or obligation to be performed by it under any Material Agreement, and no event has occurred which with notice or lapse of time or both would reasonably be expected to constitute such a default;

(aaa) the minute books and records of the Company which the Company has made available to the Underwriters and their legal counsel in connection with their due diligence investigation of the Company, are all of the minute books and all of the records of the Company and contain copies of all proceedings (or certified copies thereof) of the shareholders, the board of directors and all committees of the board of directors of the Company to the date of review of such corporate records and minute books. All material transactions of the Company have been properly recorded in the minute books in all material respects;

(bbb) except as disclosed in the Annual Financial Statements, there are no material actions, suits, judgments, investigations or proceedings of any kind whatsoever outstanding or, to the Company's knowledge, pending, threatened against or affecting the Company or the Subsidiaries, or to the Company's knowledge, threatened or pending, against the Company or the Subsidiaries at law or in equity or before or by any federal, state, provincial, state, municipal or other governmental department, commission, board, bureau or agency of any kind whatsoever;

(ccc) there are no judgments against the Company or the Subsidiaries which are unsatisfied, nor are there any consent decrees or injunctions to which the Company or the Subsidiaries are subject;

(ddd) the Company and the Subsidiaries have disclosed all material information relating to the properties of the Company and the Subsidiaries in the Public Disclosure Documents in compliance with Canadian Securities Laws and such disclosure remains true, complete and accurate in all material respects as of the date hereof;

(eee) the currently issued and outstanding Common Shares are, and at the time of issue of the Offered Securities will be, listed and posted for trading on the CSE and no order ceasing

or suspending trading in any securities of the Company or prohibiting the sale or trading of the Company's issued securities has been issued and no proceedings for such purpose are pending or, to the Company's knowledge, threatened;

(fff) the Company has not taken any action which would be reasonably expected to result in the delisting or suspension of the Common Shares on or from the CSE and the Company is currently in compliance with the rules and policies of the CSE in all material respects;

(ggg) to the knowledge of the Company: (i) there are no regulatory investigations commenced, pending or threatened against any of the Company's officers or directors; and (ii) none of the officers or directors of the Company are now or have ever been, subject to an order or ruling of any securities regulatory authority or stock exchange prohibiting such individual from acting as a director or officer of a public company or of a company listed on a particular stock exchange;

(hhh) the Company and the Subsidiaries have established on their books and records reserves which are adequate for the payment of all Taxes not yet due and payable and there are no liens for Taxes on the assets of the Company or the Subsidiaries except for Taxes not yet due, and, to the Company's knowledge, there are no audits of any of the tax returns of the Company or the Subsidiaries pending, and there are no claims which have been or would reasonably be expected to be asserted relating to any such tax returns which, if determined adversely, would result in the assertion by any governmental agency of any deficiency which would have a Material Adverse Effect;

(iii) no proceedings have been taken, instituted or, to the Company's knowledge, are pending for the dissolution or liquidation of the Company or the Subsidiaries;

(jjj) to the knowledge of the Company, neither the Company nor any director, officer, employee, consultant, representative or agent of the Company or the Subsidiaries, have: (i) violated any anti-bribery or anti-corruption laws applicable to the Company or the Subsidiaries, including but not limited to the *Foreign Corrupt Practices Act* of 1977 (United States) and the *Corruption of Foreign Public Officials Act* (Canada); or (ii) offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or authorized the giving of anything of value, that goes beyond what is reasonable and customary and/or of modest value: (A) to any government official, whether directly or through any other person, for the purpose of influencing any act or decision of a government official in his or her official capacity; inducing a government official to do or omit to do any act in violation of his or her lawful duties; securing any improper advantage; inducing a government official to influence or affect any act or decision of any Governmental Authority; or assisting any representative of the Company or the Subsidiaries in obtaining or retaining business for or with, or directing business to, any person; or (B) to any person in a manner which would constitute or have the purpose or effect of public or commercial bribery, or the acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage. The Company and the Subsidiaries have not and, to the knowledge of the Company no director, officer, employee, consultant, representative or agent of foregoing, have: (i) conducted or initiated any review, audit, or internal investigation that concluded the Company, the Subsidiaries, or any director, officer, employee, consultant, representative or agent of the Company or the Subsidiaries violated such laws or committed any material wrongdoing; or (ii) made a voluntary, directed, or involuntary disclosure to any Governmental Authority responsible for enforcing anti-bribery or anti-corruption laws, in each case with respect to any alleged act or omission arising under or

relating to non-compliance with any such laws, or received any notice, request, or citation from any person alleging noncompliance with any such laws;

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

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

(mmm) the Company or the Subsidiaries have not committed an act of bankruptcy or sought protection from the creditors thereof before any court or pursuant to any legislation, proposed a compromise or arrangement to the creditors thereof generally, taken any proceeding with respect to a compromise or arrangement, taken any proceeding to be declared bankrupt or wound up, taken any proceeding to have a receiver appointed of any of the assets thereof, had any person holding any encumbrance, lien, charge, hypothec, pledge, mortgage, title retention agreement or other security interest or receiver take possession of any of the property thereof, had an execution or distress become enforceable or levied upon any portion of the property thereof or had any petition for a receiving order in bankruptcy filed against it;

(nnn) the Public Disclosure Documents accurately disclose the material impacts of the novel coronavirus disease outbreak (the "**COVID-19 Outbreak**") on the Company and its Subsidiaries. Except as disclosed in the Public Disclosure Documents, there has been no other material closure or suspension to the operations of the Company or the Subsidiaries as a result of the COVID19 Outbreak. The Company has been monitoring the COVID-19 Outbreak and the potential impact on the Company, the Subsidiaries and their respective operations and has put appropriate control measures in place to minimize the risk to the health of all of their employees where the Company and the Subsidiaries operate while continuing to operate;

(ooo) the Company and each of its Subsidiaries owns or has the right to use all of the Intellectual Property owned or used by it as of the date hereof. All registrations, if any, and filings necessary to preserve the rights of the Company and each Subsidiary in the Intellectual Property owned by the Company or its Subsidiaries have been made and are in good standing. Neither the Company nor its Subsidiaries has any material pending action or proceeding, nor any material threatened action or proceeding, against any person with respect to the use of the Intellectual Property, and there are no circumstances which cast doubt on the validity or enforceability of the Intellectual Property owned or used by the Company or any of the Subsidiaries. The conduct of the business of the Company and the Subsidiaries, taken as a whole, does not, to the knowledge of the Company, infringe upon

the intellectual property rights of any other person. Neither the Company nor any of its Subsidiaries has any pending action or proceeding, nor, to the knowledge of the Company, is there any threatened action or proceeding against it with respect to the use of the Intellectual Property by the Company or its Subsidiaries. To the knowledge of the Company, no third parties have rights to any Intellectual Property that is owned by the Company or its Subsidiaries. None of the Intellectual Property that is owned by the Company or its Subsidiaries comprises an improvement to any Intellectual Property that would give any third person any rights to any such Intellectual Property, including, without limitation, rights to license any such Intellectual Property;

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

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

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

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

5. Covenants of the Company.

The Company hereby covenants to the Underwriters, the Subscribers and their respective permitted assigns and acknowledges that each of them is relying on such covenants in connection with the completion of the Offering that the Company shall:

(a) for a period of two years following the Closing Date, use commercially reasonable efforts to maintain its status as a "reporting issuer" or the equivalent not in default in at least one of the Reporting Jurisdictions, provided that this covenant shall not prevent the Company from completing any transaction which would result in the Company ceasing to be a "reporting issuer" so long as the holders of Common Shares receive securities of an entity which is listed on a stock exchange in Canada or cash or the holders of Common Shares have approved the transaction in accordance with the requirements of applicable corporate and Securities Laws and the policies of the CSE (or any securities exchange, market or trading or quotation facility on which the Common Shares are then listed or quoted);

(b) for a period of two years following the Closing Date, use commercially reasonable efforts to maintain its listing on the CSE, or on such other recognized stock exchange provided

that this covenant shall not prevent the Company from completing any transaction which would result in the Company ceasing to be listed so long as the holders of Common Shares receive securities of an entity which is listed on a stock exchange in Canada or cash or the holders of Common Shares have approved the transaction in accordance with the requirements of applicable corporate and Securities Laws and the policies of the CSE (or any securities exchange, market or trading or quotation facility on which the Common Shares are then listed or quoted);

(c) obtain any necessary regulatory approvals, and compliance with any conditions of such approvals, from the CSE and all other securities regulatory authorities have jurisdiction over the Company in connection with the sale of the Offered Securities, and any such securities issuable pursuant to the Compensation Options, hereunder on such conditions as are acceptable to the Underwriters and the Company, acting reasonably;

(d) immediately send to the Underwriters and their legal counsel copies of all correspondence and filings to and correspondence from the Securities Regulators, if applicable, relating to the Offering;

(e) permit and assist the Underwriters and their counsel to participate fully in the preparation of, and to approve the form of, all documentation required in respect of the Offering and will file all documentation required to be filed by it in respect of the Offering with all applicable regulatory authorities;

(f) allow the Underwriters and its representatives the opportunity to conduct all due diligence which the Underwriters may reasonably require to be conducted prior to the Closing Date, including reasonable access to the officers, directors, employees, independent auditors and other advisors and consultants of the Company (which shall include attendance by such the Company's directors, officers and legal counsel at one or more due diligence sessions (the "**Due Diligence Sessions**")). The Company agrees that, until the Closing Time, the Underwriters will be kept informed of all material business and financial developments or changes in circumstances affecting the Company, whether or not requested by the Underwriters or its representatives, or any change in circumstances or developments which might reasonably be considered material to the Company;

(g) prior to the Closing Date, provide the Underwriters with prompt notice of the particulars of any changes relating to any facts or information underlying or supporting the statements provided in the Company's responses at the Due Diligence Sessions. For greater clarity, only upon the Underwriters being satisfied with its due diligence review of the Company will the proposed Offering close;

(h) prior to the Closing Date, promptly notify Beacon of: (i) any material change, actual or contemplated, in the Company's affairs or in any information provided to the Underwriters concerning the Company, the Offered Securities or the Offering; (ii) any undisclosed material fact concerning the Company or the Offering; (iii) any material notice by any judicial or regulatory authority or any stock exchange requesting any information, meeting or hearing relating to the Company or the Offering; or (iv) any other material event or state of affairs that may be relevant to the Underwriters or the securityholders of the Company or to the Underwriters' due diligence investigations. Unless so advised otherwise by the Company, the Underwriters will be entitled to assume and rely upon the fact that there has been no such change, event, fact or information;

(i) comply with all the obligations to be performed by them, and all of their covenants and agreements, under and pursuant to the Ancillary Documents and this Agreement;

(j) the Company's officers, directors and significant shareholders (as determined by Beacon) will agree, prior to the Closing Date, not to, directly or indirectly, sell, or agree to sell (or announce any intention to do so), grant an option or right in respect of, or otherwise dispose of, any Common Shares or securities exchangeable or convertible into Common Shares for a period commencing on the date hereof and ending 120 days from Closing Date without the prior written consent of Beacon, such consent not to be unreasonably withheld or delayed;

(k) the Company agrees that it will not, directly or indirectly, issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, or agree to or announce any intention to issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, any Common Shares or any securities convertible into or exchangeable for Common Shares, other than issuances: (i) pursuant to the Offering; (ii) under existing director or employee stock options, bonus or purchase plans or similar share compensation arrangements as detailed in the Company's Public Disclosure Documents; (iii) upon the exercise of convertible securities, warrants or options outstanding prior to the date hereof; or (iv) pursuant to previously announced property payments and/or corporate acquisitions, from the date hereof and continuing for a period of 120 days from the Closing Date without the prior written consent of Beacon, such consent not to be unreasonably withheld, delayed or conditioned;

(l) duly execute and deliver the Ancillary Documents at the Closing Time and shall comply with and satisfy all terms, conditions and covenants therein contained to be complied with or satisfied by the Company;

(m) fulfil or cause to be fulfilled, at or prior to the Closing Date, each of the closing conditions set out in Section 8 hereof;

(n) will ensure that the Unit Shares shall be duly and validly authorized and issued as fully paid and non-assessable shares in the capital of the Company;

(o) will ensure that the Warrants, upon issuance, shall be duly and validly created, authorized and issued;

(p) will ensure that the Warrant Shares, shall be duly and validly authorized and reserved for issuance and, when issued in accordance with the terms of the Warrant Indenture, shall be issued as fully paid and non-assessable shares in the capital of the Company;

(q) provide the Underwriters with draft press releases relating to the Offering and the opportunity to comment and obtain their prior approval, acting reasonably, to the form and content of any such press releases;

(r) not take any action so as to require the filing of a prospectus with respect to the Offering;

(s) use the net proceeds from the Offering on a basis consistent with that described in the term sheet between the Company and Beacon dated February 22, 2021, as amended;

(t) take all such steps as may reasonably be necessary to enable the Offered Securities to be offered for sale and sold on a private placement basis to the Subscriber in accordance with

the terms hereof by way of exemption under applicable Securities Laws and on the basis that the "hold period" under applicable Securities Laws applicable to the Unit Shares, Warrants and Warrant Shares issued as contemplated hereunder shall not exceed four months and a day, subject to any "control person" or escrow requirements applicable to the Subscriber; and

(u) after the Closing Time, the Company shall file such documents as may be required under applicable Securities Laws relating to the Offering in accordance with the time periods prescribed under applicable filing requirements.

6. Representations, Warranties and Covenants of the Underwriters.

Each of the Underwriters hereby severally, and not jointly nor jointly and severally, represents, warrants and covenants to the Company and acknowledges that the Company is relying upon such representations and warranties in completing the Offering, that:

(a) in respect of the offer and sale of the Offered Securities, each Underwriter will conduct its activities in connection with the Offering and comply with all applicable Securities Laws and the provisions of this Agreement;

(b) the Underwriters shall only sell the Offered Securities in accordance with Securities Laws and to persons:

(i) purchasing as principal or deemed to be purchasing as principal under Securities Laws or purchasing as authorized agents on behalf of a disclosed principal; and

(ii) qualified to purchase the Offered Securities under the applicable Requirements in the Selling Jurisdictions or in such other jurisdictions as may be agreed to by the Company and the Underwriters;

(c) the Underwriters shall ensure that any dealer who is appointed by an Underwriter pursuant to this Agreement agrees in writing to comply with the covenants and obligations given by the Underwriters herein;

(d) notwithstanding the foregoing provisions of this Section 6, an Underwriter will not be liable to the Company under this Section 6 with respect to a default under this Section 6 by another Underwriter;

(e) at least one of the Underwriters is duly registered in the appropriate category of dealer under the Securities Laws in each of the Selling Jurisdictions, and in Selling Jurisdictions in which no Underwriter is so registered, the Underwriters will, if required by Securities Laws, act only through members of a selling group who are so registered;

(f) it has not and will not solicit offer, sell, trade, distribute or otherwise do any act in furtherance of a trade of the Offered Securities so as to require the filing of a prospectus or offering memorandum with respect thereto or the provision of a contractual right of action (as defined in Ontario Securities Commission Rule 14-501) under the laws of any jurisdiction;

(g) none of the Underwriters, any of their respective affiliates or any person acting on behalf of the foregoing have made or will make: (i) any offer to sell, or any solicitation of an offer to buy, any Offered Securities to a person in the United States or a U.S. Person; or

(ii) any sale or facilitate any sale, as applicable, of Offered Securities to any person in the United States or a U.S. Person, except in compliance with Schedule "A" hereto;

(h) neither the Underwriters nor their respective affiliates, or any person acting on behalf of the foregoing, have engaged or will engage in any Directed Selling Efforts;

(i) no selling or promotional expenses will be paid or incurred in connection with the Offering, except for professional services or for services performed by a registered dealer;

(j) it will not make available to prospective Subscribers any document or material that would constitute an offering memorandum, preliminary prospectus or prospectus, as applicable, as defined under the applicable Securities Laws and the United States federal and state securities laws nor will it conduct its activities so as to require the filing of a prospectus or offering memorandum and will cause similar covenants to be contained in any agreement with any selling firms in connection with the Offering;

(k) it will not trade in Offered Securities or otherwise do any act in furtherance of a trade of Offered Securities outside of the Selling Jurisdictions, except as contemplated in the Subscription Agreements, this Agreement or otherwise with the prior consent of the Company;

(l) it will not advertise the proposed sale of the Offered Securities in printed media of general and regular paid circulation, or broadcast over radio or television or otherwise conduct any seminar or meeting concerning the offer or sale of the Offered Securities where attendees have been invited by general solicitation or general advertising;

(m) it will not solicit subscriptions for Offered Securities except in accordance with the terms and conditions of this Agreement;

(n) it will obtain from each Subscriber an executed Subscription Agreement and such forms as may be required by the Governmental Authorities or other similar regulatory authority or the Company as supplied by the Company to such agent; and

(o) it will provide or cause to be provided to the Company all necessary information in respect of such agent and the Subscribers to allow the Company to file, with the Governmental Authorities or other similar regulatory authority, if required, reports of the trades of the Offered Securities in accordance with applicable Securities Law and CSE policies.

7. Closing Deliveries.

The Closing of the transactions contemplated under this Agreement shall be completed electronically, or at such other place Beacon, on behalf of the Underwriters, and the Company shall agree upon.

At or before the Closing Time, the Underwriters shall have delivered to the Company:

(a) a completed and executed Subscription Agreement (including all certifications, forms and other documentation contemplated thereby or as may be required by applicable securities regulatory authorities) in a form acceptable to the Company, from each Subscriber;

(b) an invoice or written direction for the Underwriters' Fee and expenses payable by the Company to the Underwriters pursuant to this Agreement; and

(c) such further documentation as may be contemplated herein or as the Company may reasonably require.

At or before the Closing Time, the Company shall deliver to the Underwriters:

(a) via electronic deposit or represented by one or more certificates in definitive form, the Offered Securities (excluding the Warrant Shares) registered in the name of "CDS & Co." or in such other name or names as Beacon may notify the Company in writing not less than 24 hours prior to the Closing Time for deposit into the electronic book based system for clearing, depository and entitlement services operated by CDS, or will be made and settled in CDS under the non-certificated inventory system;

(b) the requisite documentation as contemplated in Section 8 of this Agreement; and

(c) such further documentation as may be contemplated herein or as the Underwriters may reasonably require;

against payment by the Underwriters to the Company of the aggregate purchase price for the Offered Securities (excluding the Warrant Shares) by wire transfer payable to the Company.

On the Closing Date, the Company will authorize Beacon to hold back from the gross proceeds of the Offering such amount that is equal to the aggregate of: (i) the Underwriters' Fee; (ii) the Underwriters' Expenses; and (iii) the Corporate Finance Fee.

8. Closing Conditions.

The Underwriters' obligation to complete the Offering shall be conditional upon the fulfilment at or before the Closing Time of the following conditions:

(a) the Underwriters shall be satisfied with its due diligence review of the Company;

(b) the Underwriters shall have received a certificate of status (or the equivalent thereof pursuant to the relevant governing legislation) dated within one Business Day (or such earlier or later date as the Underwriters may accept) of the Closing Date from each of the Company and each of the Material Subsidiaries;

(c) the Underwriters shall have received a certificate dated as of the Closing Date, signed by the Chief Executive Officer and the Chief Financial Officer of the Company, or such other officers of the Company as the Underwriters may agree, certifying for and on behalf of the Company, to the best of their knowledge, information and belief after due inquiry, that:

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

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

(iii) the representations and warranties of the Company contained in this Agreement are true and correct as of the Closing Time with the same force and effect as if made at and as of the Closing Time after giving effect to the transactions contemplated by this Agreement;

(d) the Underwriters shall have received a certificate dated as of the Closing Date, signed by the appropriate officer of the Company addressed to the Underwriters and their counsel, with respect to the constating documents of the Company, all resolutions of the Company's board of directors relating to this Agreement and the transactions contemplated hereby, the incumbency and specimen signatures of signing officers and such other matters as the Underwriters may reasonably request;

(e) each of the Ancillary Documents shall have been executed by the parties thereto in form and substance satisfactory to the Underwriters and their counsel, acting reasonably;

(f) the Underwriters shall have received satisfactory evidence that all requisite approvals and consents have been obtained by the Company in order to complete the Offering;

(g) the Underwriters have received satisfactory evidence that the CSE policies relating to private placements have been complied with;

(h) the Underwriters shall have received a favourable legal opinion addressed to the Underwriters dated the Closing Date from counsel for the Company (it being understood that such counsel may rely to the extent appropriate in the circumstances: (i) as to matters of fact, on certificates of the Company executed on its behalf by a senior officer of the Company; (ii) as to matters of fact not independently established, on certificates of a public official or regulatory body; and (iii) as to matters of law, on consulting counsel in the applicable local jurisdictions) substantially with respect to the following matters:

(i) the Company is a "reporting issuer" in British Columbia, Alberta, Saskatchewan, Manitoba and Ontario and it is not listed as in default of applicable Securities Laws in any of the Reporting Jurisdictions which maintain such a list;

(ii) the Company is a corporation continued and existing under the laws of British Columbia and has the corporate capacity to carry on its business as now conducted and to own, lease and operate its property and assets;

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

(iv) the Company has the corporate capacity and power to execute and deliver this Agreement and the Ancillary Documents and to perform its obligations hereunder and thereunder;

(v) the Unit Shares have been duly and validly created, authorized and issued as fully paid and non-assessable shares in the capital of the Company;

(vi) the Warrants have been duly and validly created and issued and the Warrant Shares have been authorized and reserved for issuance to the holders of the Warrants and, upon the due exercise of the Warrants in accordance with the terms of the Warrant Indenture, the Warrant Shares will be validly issued as fully paid and non-assessable Common Shares;

(vii) all necessary corporate action has been taken by the Company to authorize the execution and delivery of this Agreement and the Ancillary Documents, as applicable, and the performance of its obligations hereunder and thereunder, and each of the Subscription Agreements, the Warrant Indenture and the certificates representing the Offered Securities (excluding the Warrant Shares), as applicable, has been duly executed and delivered by the Company, and constitutes a legal, valid and binding obligation of the Company enforceable against it by the other parties thereto in accordance with their respective terms;

(viii) the execution and delivery of this Agreement and the Subscription Agreements and the performance by the Company of its obligations hereunder and thereunder, the issuance, sale and delivery of the Offered Securities to be issued and sold by the Company do not and will not result in a breach of or default under, and do not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of or default under, and do not and will not violate: (i) the provisions of the BCBCA; or (ii) the constating documents of the Company;

(ix) all necessary corporate action has been taken by the Company to: (i) offer, issue and sell the Unit Shares; (ii) create, issue and sell the Warrants; and (iii) issue the Warrant Shares upon the due exercise of the Warrants in accordance with the terms of the Warrant Indenture;

(x) the form and terms of the certificate(s) representing the Offered Securities have been duly approved by the Company and comply with the provisions of the articles of the Company and the requirements of BCBCA;

(xi) Odyssey Trust Company at its principal office in Calgary, Alberta has been duly appointed as the transfer agent and registrar for the Common Shares;

(xii) the Offering, issuance and sale by the Company of the Unit Shares and the Warrants to the Subscribers is exempt from the prospectus requirements of applicable Securities Laws of the Canadian Selling Jurisdictions and no documents are required to be filed, proceedings taken or approvals, permits, consents or authorizations obtained under the applicable Securities Laws of the Canadian Selling Jurisdictions to permit such offering, issuance and sale; it being noted, however, that the Company is required to file or cause to be filed with the applicable securities commissions, reports on Form 45-106F1, prepared and executed pursuant to NI 45-106, together with the prescribed filing fee, within 10 days following the Closing Date and to make certain customary filings with the CSE following the Closing;

(xiii) the issuance of the Warrant Shares to the Subscribers upon the due exercise of the Warrants in accordance with the terms and conditions of the Warrant Indenture is exempt from the prospectus requirements and registration requirements under the applicable Securities Laws of the Canadian Selling Jurisdictions;

(xiv) the first trade of the Unit Shares, the Warrants and the Warrant Shares will be a distribution subject to the prospectus requirements under the Securities Laws of the Canadian Selling Jurisdictions, unless otherwise exempt from such prospectus requirement or unless at the time of such trade:

(A) the Company is and has been a reporting issuer (as defined under the applicable Securities Laws) in a jurisdiction of Canada for the four months immediately preceding the trade;

(B) at least four months have elapsed from the "distribution date" (as defined under NI 45-102) of the Offered Securities;

(C) the certificates representing the Offered Securities carry a legend stating:

"UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER MARCH 16, 2021";

(D) if the security is entered into a direct registration or other electronic book-entry system, or if the Subscriber did not directly receive a certificate representing the security, the Subscriber received written notice containing the legend restriction notation set out in subparagraph (C) above;

(E) such trade is not a "control distribution" (as defined in NI 45-102);

(F) no unusual effort is made to prepare the market or to create a demand for the securities that are the subject of such trade;

(G) no extraordinary commission or consideration is paid to a person or corporation in respect of such trade; and

(H) if the selling securityholder is an insider or officer of the Company, the selling securityholder has no reasonable grounds to believe that the Company is in default of "securities legislation" (as defined in National Instrument 14-101 – *Definitions and Interpretation*);

(i) if any Offered Securities are offered and sold in the United States, at the Closing Time, the Company will cause, Dorsey & Whitney LLP, to deliver to the Underwriters and the U.S. Affiliates a legal opinion dated the Closing Date, in form and substance satisfactory to the Underwriters, acting reasonably, and subject to such assumptions, qualifications and limitations as are reasonable and customary in legal opinions of this type, to the effect that it is not necessary in connection with the offer and sale of the Offered Securities to the Underwriters or in connection with the initial resale of the Offered Securities by the Underwriters in the United States in the manner contemplated by this Agreement (including Schedule "A" hereto) and the Subscription Agreement, to register the Offered Securities under the U.S. Securities Act, it being understood that such counsel need not express any opinion as to any subsequent resale of any Offered Securities;

(j) the Underwriters shall have received a favourable legal opinion addressed to the Underwriters dated the Closing Date from U.S. counsel for the Company, Johnson, Rovella, Retterer, Rosenthal & Gilles, LLP, (it being understood that such counsel may rely to the extent appropriate in the circumstances: (i) as to matters of fact, on certificates of the Company executed on its behalf by a senior officer of the Company; (ii) as to matters of fact not independently established, on certificates of a public official or

regulatory body; and (iii) as to matters of law, on consulting counsel in the applicable local jurisdictions) substantially with respect to the following matters:

(i) each Material Subsidiary is duly incorporated, validly existing and in good standing in the jurisdiction of its incorporation;

(ii) each Material Subsidiary has the corporate power to own, lease and operate its properties and conduct its business as currently conducted; and

(iii) the authorized and issued capital of each Material Subsidiary and the ownership thereof;

(k) the Underwriters shall have received a regulatory opinion from the Company's regulatory counsel, Johnson, Rovella, Retterer, Rosenthal & Gilles, LLP, that each of the Company and its Material Subsidiaries are in compliance with applicable California state cannabis laws addressed to the Underwriters, such opinion to be in form and substance, acceptable to the Underwriters and their legal counsel, acting reasonably;

(l) the Underwriters shall not have exercised any rights of termination set forth in this Agreement;

(m) the Underwriters shall have received a certificate from the Transfer Agent as to the number of Common Shares issued and outstanding as at a date no more than one Business Day prior to the Closing Date;

(n) the Underwriters shall have received from the officers, directors and significant shareholders of the Company, lock-up agreements pursuant to subsection 5(j) of this Agreement, in favor of the Underwriters;

(o) the Warrant Indenture shall have been accepted, executed and delivered by the Company and Odyssey Trust Company; and

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

9. All Terms to be Conditions.

The Company agrees that the conditions contained in this Agreement will be complied with insofar as the same relate to acts to be performed or caused to be performed by the Company and each of the Company and the Underwriters will use its respective commercially reasonable efforts to cause all such conditions to be complied with. It is understood that the Underwriters may waive, in whole or in part, or extend the time for compliance with, any of such terms and conditions without prejudice to the rights of the Underwriters in respect of any such terms and conditions or any other subsequent breach or non-compliance, provided that to be binding on the Underwriters any such waiver or extension must be in writing.

10. Rights of Termination.

In addition to any other remedies which may be available to the Underwriters, each of the Underwriters shall have the right, at its sole option, to terminate its obligations under this Agreement (and the obligations of the Subscribers arranged by it to purchase Offered Securities)

by written notice to that effect given to the Company at or prior to the Closing Time, if at any time prior to the Closing Time:

(a) there shall occur or come into effect any material change in the business, affairs (including, for greater certainty, any change to the board of directors or executive management of the Company, including the departure of the Company's Chief Executive Officer or Chief Financial Officer (or persons in equivalent position)), financial condition, capital or control of the Company and its Subsidiaries, taken as a whole, or any change in any material fact or a new material fact, or there should be discovered any previously undisclosed fact which, in each case, in the reasonable opinion of the Underwriters (or any of them), has or could reasonably be expected to have a significant adverse effect on the market price or value of the Units and/or Common Shares;

(b) any inquiry, action, suit, investigation or other proceeding (whether formal or informal) is commenced, announced or threatened or any order made by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality including, without limitation, the CSE or any securities regulatory authority, in each case in relation to the Company or any one of its officers or directors, (but for greater certainty excluding any inquiry, action, suit, investigation or other proceeding based upon the activities of an Underwriter) or any law or regulation is enacted or changed which in the sole opinion of the Underwriters, acting reasonably, operates to prevent or materially restrict the trading of the Common Shares or materially and adversely affects or might be reasonably expected to materially and adversely affect the market price or value of the Common Shares or the distribution or trading of the Unit Shares;

(c) there should develop, occur or come into effect or existence any new event, action, state, or condition or any action, law or regulation, inquiry, including, without limitation, terrorism, accident, pandemic, natural disaster, public protest, or major financial, political or economic occurrence of national or international consequence, or any action, government, law, regulation, inquiry or other occurrence of any nature, which, in the reasonable opinion of the Underwriters, seriously adversely affects or involves, or may seriously adversely affect or involve, the financial markets in Canada or the U.S. or the business, operations or affairs of the Company or the marketability of the Units and/or Common Shares;

(d) the Company is in breach of any term, condition or covenant contained in this Agreement or any condition herein is not satisfied or any representation or warranty given by the Company in this Agreement becomes or is false in any material respect;

(e) an order shall have been made or threatened to cease or suspend trading in the Common Shares or any other securities of the Company, or to otherwise prohibit or restrict in any manner the distribution or trading of the Common Shares or any other securities of the Company, or proceedings are announced or commenced for the making of any such order by any securities regulatory authority or similar regulatory or judicial authority or the CSE, which order has not been rescinded, revoked or withdrawn; or

(f) both Beacon and the Company mutually agree to terminate this Agreement.

The rights of termination contained in this Section 10 may be exercised by an Underwriter and are in addition to any other rights or remedies an Underwriter may have in respect of any default, act or failure to act or non-compliance by the Company in respect of any of the matters contemplated

by the Agreement or otherwise. In the event of any such termination by an Underwriter, there shall be no further liability on the part of an Underwriter (or the Subscribers arrange by it) to the Company or on the part of the Company to an Underwriter except in respect of any liability which may have arisen or may arise after such termination in respect of Section 11 and Section 13.

The Underwriters shall make reasonable best efforts to give notice to the Company (in writing or by other means) of the occurrence of any of the events referred to in this Section 10 provided that neither the giving nor the failure to give such notice shall in any way affect the entitlement of the Underwriters to exercise their rights under this Section 10 at any time prior to or at the Closing Time on the Closing Date.

11. Expenses.

The Company will pay all reasonable expenses and fees in connection with the Offering, including, without limitation: (i) all expenses of or incidental to the creation, issue, sale or distribution of the Units; (ii) the fees and expenses of the Company's legal counsel; (iii) all costs incurred in connection with the preparation of documentation relating to the Offering; (iv) the reasonable fees and expenses of the Underwriters' legal counsel (subject to a maximum of $80,000 for the Underwriter's Canadian counsel plus US$30,000 for the Underwriter's US counsel, in each case exclusive of taxes and disbursements); and (v) all reasonable "out-of-pocket expenses" of the Underwriters (collectively, the "**Underwriters' Expenses**"). The Underwriters' Expenses shall be payable by the Company immediately upon receiving an invoice therefor from the Underwriters and shall be payable whether or not the Offering is completed. At the option of Beacon, such fees and expenses may be deducted from the gross proceeds otherwise payable to the Company on the Closing Date.

12. Survival of Representations and Warranties.

All warranties, representations, covenants and agreements of the Company herein contained or contained in any documents submitted pursuant to this Agreement and in connection with the transactions herein contemplated shall survive the purchase and sale of the Offered Securities and survive for a period of two years following the Closing Date, except with respect to tax matters where the representations and warranties will continue to have full force and effect until expiry of a period of 60 days after the date on which the applicable limitation period expires for action by the applicable taxation authorities, and the Company and the Underwriters will be entitled to rely thereon, regardless of any subsequent disposition of the Offered Securities or any investigation by or on behalf of the Underwriters with respect thereto. Notwithstanding the preceding sentence, this Section 12 shall survive the purchase and sale of the Offered Securities and the termination of this Agreement and shall continue in full force and effect for the benefit of the Underwriters regardless of any subsequent disposition of the Offered Securities or any investigation by or on behalf of the Underwriters with respect thereto without limitation other than any limitation requirements of applicable law.

13. Indemnity.

The Company (the "**Indemnitor**") agrees to indemnify and hold the Underwriters and the directors, officers, employees, partners, advisors and shareholders of the Underwriters (hereinafter referred to as the "**Personnel**") harmless from and against any and all expenses, losses (other than loss of profits), claims, actions, damages or liabilities, whether joint or several (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims), and the reasonable fees and expenses of its counsel that may be incurred in advising with respect to and/or defending any claim that may be made against the Underwriters, to which the Underwriters and/or

their Personnel may become subject or otherwise involved in any capacity under any statute or common law or otherwise insofar as such expenses, losses, claims, damages, liabilities or actions arise out of or are based, directly or indirectly, upon the performance of professional services rendered by the Underwriters and their Personnel hereunder or otherwise in connection with the matters referred to in this Agreement, provided, however, that this indemnity shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that:

(a) the Underwriters and any of their Personnel have been negligent or dishonest or have committed any fraudulent act or wilful misconduct in the course of such performance; and

(b) the expenses, losses, claims, damages or liabilities, as to which indemnification is claimed, were directly caused by the circumstances referred to in (a).

If for any reason (other than the occurrence of any of the events itemized in (a) and (b) above), the foregoing indemnification is unavailable to the Underwriters or insufficient to hold them harmless, then the Indemnitor shall contribute to the amount paid or payable by the Underwriters as a result of such expense, loss, claim, damage or liability in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnitor on the one hand and the Underwriters on the other hand but also the relative fault of the Indemnitor and the Underwriters, as well as any relevant equitable considerations; provided that the Indemnitor shall, in any event, other than the occurrence of any of the events itemized in (a) and (b) above, contribute to the amount paid or payable by the Underwriters as a result of such expense, loss, claim, damage or liability (collectively the "**Claims**"), any excess of such amount over the amount of the fees received by the Underwriters hereunder pursuant to this Agreement.

The Indemnitor agrees that in case any legal proceeding shall be brought against the Indemnitor and/or the Underwriters by any person or any Governmental Authority or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, shall investigate the Indemnitor and/or the Underwriters and any Personnel of the Underwriters shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of professional services rendered to the Indemnitor by the Underwriters, the Underwriters shall have the right to employ its own counsel in connection therewith, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Underwriters for time spent by its Personnel in connection therewith) and out-of-pocket expenses incurred by their Personnel in connection therewith shall be paid by the Indemnitor as they occur provided that: (i) the employment of such counsel has been authorised in writing by the Indemnitor; (ii) the Indemnitor has not assumed the defence of the action within a reasonable period of time after receiving notice of the Claims; (iii) the named parties to any such Claims included the Indemnitor, and the Underwriters or their Personnel shall have been advised by their counsel that there may be a conflict of interest between them and the Indemnitor; or (iv) there are one or more defences available to the Underwriters and the Personnel which are different from or in addition to those available to the Indemnitor, as the case may be.

Promptly after receipt of notice of the commencement of any Claims against the Underwriters or any of their Personnel or after receipt of notice of the commencement of any investigation, which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Indemnitor, the Underwriters will notify the Indemnitor in writing of the commencement thereof and, throughout the course thereof, will provide copies of all relevant documentation to the Indemnitor, will keep the Indemnitor advised of the progress thereof and will discuss with the Indemnitor all significant actions proposed. The omission so to notify the Indemnitor shall not

relieve the Indemnitor of any liability which the Indemnitor may have to the Underwriters and Personnel except only to the extent that any such delay in giving or failure to give notice as herein required materially prejudices the defence of such action, suit, proceeding, claim or investigation or results in any material increase in the liability which the Indemnitor would otherwise have under this indemnity had the Underwriters not so delayed in giving or failed to give the notice required hereunder.

The Indemnitor shall be entitled (but not required) to assume the defence on behalf of the Underwriters or Personnel (the "**Indemnified Parties**") of any such Claims; provided that the defence shall be through legal counsel selected by the Indemnitor and acceptable to the Underwriters, acting reasonably. Upon the Indemnitor notifying the Underwriters in writing of its election to assume the defence and retaining counsel, the Indemnitor shall not be liable to the Underwriters for any legal expenses subsequently incurred by it in connection with such defence. If such defence is assumed by the Indemnitor, the Indemnitor throughout the course thereof will provide copies of all relevant documentation to the Underwriters, will keep the Underwriters advised of the progress thereof and will discuss with the Underwriters all significant actions proposed.

Neither the Indemnitor nor any Indemnified Party will, without the other party's prior written consent, such consent not to be unreasonably withheld, admit any liability, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, suit, proceeding, investigation or claim in respect of which indemnification may be sought hereunder unless in connection with any settlement, compromise or consent by the Indemnitor, such settlement, compromise or consent: (i) includes an unconditional release of each Indemnified Party from any liabilities arising out of such action, suit, proceeding, investigation or claim (if an Indemnified Party is a party to such action); and (ii) does not include a statement as to, or an admission of fault, culpability or a failure to act by or on behalf of an Indemnified Party.

The indemnity and contribution obligations of the Indemnitor shall be in addition to any liability which the Indemnitor may otherwise have, shall extend upon the same terms and conditions to the Personnel of the Underwriters and shall be binding upon and enure to the benefit of any successors, assigns, heirs and personal representatives of the Indemnitor, the Underwriters and any of the Personnel of the Underwriters. The foregoing provisions shall survive the completion of professional services rendered under this Agreement or any termination of the authorization given by the Agreement.

14. Action by Underwriters.

All steps which must or may be taken by the Underwriters in connection with this Agreement, with the exception of the matters relating to termination contemplated by Section 10 or matters relating to indemnity and contribution contemplated by Section 13, may be taken by Beacon on behalf of itself and the Underwriters and the execution and delivery of this Agreement by the Company and the Underwriters shall constitute the authority of the Company for accepting any notice, request, direction, certificate, consent or other communication from Beacon and for delivery by electronic deposit or otherwise the Offered Securities, to Beacon.

15. Obligation of the Underwriters to be Several.

In performing their respective obligations under this Agreement, the Underwriters shall be acting severally and not jointly and severally. Nothing in this Agreement is intended to create any relationship in the nature of a partnership, or joint venture between the Underwriters. The Underwriters' respective obligations hereunder shall be as to the following percentages:

Name of Underwriters	Syndicate Position
Beacon Securities Limited	90%
Haywood Securities Inc.	10%
	100%

If an Underwriter does not complete the purchase and sale of the Units which that Underwriter has agreed to purchase under this Agreement (other than in accordance with Section 10) (the "**Defaulted Units**"), the remaining Underwriter (the "**Continuing Underwriter**") will be entitled, at its option, to purchase all but not less than all of the Defaulted Units. If the Continuing Underwriter does not elect to purchase the Defaulted Units:

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

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

the Company will be entitled to terminate its obligations under this Agreement, in which event there will be no further liability on the part of the Continuing Underwriter, or on the part of the Company except pursuant to the provisions of Section 11 and Section 13.

16. No Fiduciary Relationship.

In connection with the services described herein, the Underwriters shall act as independent contractors, and any duties of the Underwriters arising out of this Agreement shall be owed solely to the Company. The Company acknowledges that each of the Underwriters is a securities firm that is engaged in securities trading and brokerage activities, as well as providing investment banking and financial advisory services, which may involve services provided to other companies engaged in businesses similar or competitive to the business of the Company and that the Underwriters shall have no obligation to disclose such activities and services to the Company. The Company acknowledges and agrees that in connection with all aspects of the Agreement contemplated hereby, and any communications in connection therewith, the Company, on the one hand, and the Underwriters and any of its affiliates through which it may be acting, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Underwriters or their respective affiliates, and each party hereto agrees that no such duty will be deemed to have arisen in connection with any such transactions or communications. The Company acknowledges and agrees that it waives, to the fullest extent permitted by law, any claims the Company and its affiliates may have against any of the Underwriters for breach of fiduciary duty or alleged breach of fiduciary duty and agrees that the Underwriters shall have no liability (whether direct or indirect) to the Company or any of its affiliates in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of the Company, including stockholders, employees or creditors of the Company. Information which is held elsewhere within any of the Underwriters, but of which none of the individuals in the investment banking department or division of the Underwriters involved in providing the services contemplated by this Agreement actually has knowledge (or without breach of internal procedures can properly obtain) will not for any purpose be taken into account in determining any of the responsibilities of the Underwriters to the Company under this Agreement.

17. Underwriter's Business.

The Company acknowledges that Beacon is a full service securities firm engaged in securities trading and brokerage activities as well as providing investment banking and financial advisory

services and that in the ordinary course of its trading and brokerage activities, Beacon and/or any of its affiliates at any time may hold long or short positions, and may trade or otherwise effect transactions, for its own account or the accounts of customers, in debt or equity securities of the Company or any other company that may be involved in a transaction or related derivative securities.

Beacon acknowledges its responsibility to comply with applicable Securities Laws as they relate to trading securities with knowledge of a material fact or a material change that has not been generally disclosed. Further, Beacon has strict internal procedures which provide for the placing of relevant securities on a "grey list" or a "restricted list" and for restrictions on trading by Beacon and each of its investment banking personnel for their own account in accordance with such procedures.

18. Use of Advice.

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

19. Notices.

Any notice or other communication to be given under this Agreement (a "**notice**") shall be in writing addressed as follows.

(a) If to the Company, to:

Vibe Growth Corporation
#250 997 Seymour Street
Vancouver, British Columbia
V6B 3M1

Attention: Mark Waldron, Chief Executive Officer
E-mail: markw@vibebycalifornia.com

with a copy to:

Pushor Mitchell LLP
301 – 1665 Ellis Street
Kelowna, British Columbia
V1Y 2B3

Attention: Keith Inman
E-mail: inman@pushormitchell.com

If to the Underwriters, to:

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

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

with a copy to:

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

Attention: Brad Freelan
Email: bfreelan@fasken.com

or to such other address as any of the parties may designate by notice given to the others.

Each notice shall be personally delivered to the addressee or sent by e-mail to the addressee and: (i) a notice which is personally delivered shall, if delivered on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is delivered; and (ii) a notice which is sent by email shall be deemed to be given and received on such Business Day provided it is sent before 4:00 p.m. (in the jurisdiction where the addressee resides).

20. Time of the Essence.

Time shall, in all respects, be of the essence hereof.

21. Canadian Dollars.

All references herein to dollar amounts are to lawful money of Canada.

22. Headings.

The headings contained herein are for convenience only and shall not affect the meaning or interpretation hereof.

23. Singular and Plural, etc.

Where the context so requires, words importing the singular number include the plural and vice versa, and words importing gender shall include the masculine, feminine and neuter genders.

24. Entire Agreement.

This Agreement, together with any other agreements and other documents referred to herein and delivered in connection herewith, constitutes the entire agreement between and among the parties

hereto pertaining to the issue and sale of the Offered Securities and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, among the parties with respect to the issue and sale of the Offered Securities including, without limitation, the engagement letter between the Company and Beacon dated February 21, 2021, as amended, February 22, 2021.

25. Severability.

It is expressly acknowledged and agreed that the covenants and provisions hereof are separable. If one or more provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein. Headings used herein are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

26. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein (excluding any conflict of law, rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction) and the parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of British Columbia with respect to any matter arising hereunder or relating hereto.

27. Successors and Assigns.

The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Company, the Underwriters and the Subscribers and their respective executors, heirs, successors and permitted assigns; provided that, except as provided herein or in the Subscription Agreements, this Agreement shall not be assignable by any party without the written consent of the others.

28. Further Assurances.

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

29. General.

The forbearance or failure of one of the parties hereto to insist upon strict compliance by the other with any provision of this Agreement, whether continuing or not, shall not be construed as a waiver of any rights or privileges hereunder. No waiver of any right or privilege of a party arising from any default or failure hereunder of performance by the other shall affect such party's rights or privileges in the event of a further default or failure of performance.

30. Counterparts.

This Agreement may be executed in any number of counterparts and by e-mail, each of which so executed shall constitute an original and all of which taken together shall form one and the same agreement.

If the Company is in agreement with the foregoing terms and conditions, please so indicate by executing a copy of this Agreement where indicated below and delivering the same to the Underwriters.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

Yours very truly,

BEACON SECURITIES LIMITED

Per: "*Mario Maruzzo"* /s/
Mario Maruzzo
Managing Director, Investment Banking

HAYWOOD SECURITIES INC.

Per: "*Mathieu Couillard*" /s/
Mathieu Couillard
Managing Director, Investment Banking

The foregoing is hereby accepted and agreed to with effect as of the date provided at the top of the first page of this Agreement.

VIBE GROWTH CORPORATION

Per: "*Mark Waldron*" /s/
Mark Waldron
Chief Executive Officer

SCHEDULE "A"

UNITED STATES OFFERS AND SALES

This is Schedule "A" to the Underwriting Agreement dated as of March 16, 2021 between Vibe Growth Corporation and the Underwriters referenced therein.

As used in this Schedule "A" and related appendices, capitalized terms used but not defined herein will have the meanings ascribed to them in the Underwriting Agreement to which this Schedule "A" is annexed and the following terms will have the meanings indicated:

"**Affiliate**" means "affiliate" as that term is defined in Rule 405 under the U.S. Securities Act.

"**Foreign Issuer**" means a "foreign issuer" as that term is defined in Rule 902(e) of Regulation S;

"**General Solicitation**" and "**General Advertising**" mean "general solicitation" and "general advertising", respectively, as those terms are used under Rule 502(c) of Regulation D promulgated under the U.S. Securities Act, including, without limitation, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over television, radio or the internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;

"**Offshore Transaction**" means "offshore transaction" as that term is defined in Rule 902(h) of Regulation S;

"**QIB Letter**" means the Qualified Institutional Buyer Letter in the form attached as Schedule "C" to the Subscription Agreement;

"**Substantial U.S. Market Interest**" means "substantial U.S. market interest" as that term is defined in Rule 902 of Regulation S; and

"**U.S. Accredited Investor Certificate**" means the U.S. Accredited Investor Certificate in the form attached Schedule "C" to the Subscription Agreement.

Representations, Warranties and Covenants of the Underwriters

Each of the Underwriters (on its own behalf and on behalf of its U.S. Affiliate) acknowledges that the Offered Securities have not been and will not be registered under the U.S. Securities Act or applicable state securities laws and may be offered and sold only in transactions exempt from or not subject to the registration requirements of the U.S. Securities Act and applicable state securities laws. Accordingly, each Underwriter (on its own behalf and on behalf of its U.S. Affiliate) severally and not jointly represents, warrants, covenants and agrees to and with the Company that:

1. Neither the Underwriter nor its U.S. Affiliate has offered or sold nor will any of them offer or sell any Offered Securities except (a) in an Offshore Transaction, in accordance with Rule 903 of Regulation S or (b) in the United States to a Subscriber that is (i) a Qualified Institutional Buyer in reliance upon the exemption from registration available under Rule 144A or (ii) a U.S. Accredited Investor purchasing as a Substituted Purchaser pursuant to the exemption from registration available under Rule 506(b), and in each case in transactions that are exempt from the registration requirements of applicable state securities laws, as provided in this Schedule "A". Accordingly, none of the Underwriters, the U.S. Affiliates or any of their respective affiliates or any persons acting on their behalf (including any selling firms) (i) have engaged or will engage in any Directed Selling Efforts in the United States with respect to the Offered Securities; or (ii) except as permitted by this Schedule "A", have made or will make (x) any offers to sell Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons or (y) any sale of Offered Securities

unless at the time the purchaser made its buy order therefor, the Underwriter, the U.S. Affiliate or other person acting on any of their behalf reasonably believed that such purchaser was outside the United States and not a U.S. Person or acting for the account or benefit of a U.S. Person.

2. Neither the Underwriter nor its U.S. Affiliate has entered nor will any of them enter into any contractual arrangement with respect to the offer, sale or any distribution of the Offered Securities, except with the prior written consent of the Company.

3. All offers and sales of Offered Securities in the United States have been and will be made through the Underwriter's U.S. Affiliate which in each case is and at all relevant times was and will be a broker-dealer registered pursuant to Section 15(b) of the U.S. Exchange Act and in good standing with the Financial Industry Regulatory Authority Inc., and otherwise in compliance with all applicable U.S. broker-dealer requirements (including those of self-regulatory authorities) and U.S. Securities Laws, and all such offers and sales of Offered Securities have been and will be made only in states of the United States where such U.S. Affiliate is registered or otherwise exempt from registration.

4. In connection with offers and sales of Offered Securities in the United States no form of General Solicitation or General Advertising has been or will be used. Neither the Underwriter, its U.S. Affiliate, their respective affiliates or any persons acting on their behalf (including any selling firms) have engaged or will engage in any conduct involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act in connection with the offer or sale of the Offered Securities in the United States.

5. Any offer or solicitation of an offer to buy Offered Securities that has been made or will be made in the United States was or will be made only to Qualified Institutional Buyers or Substituted Purchasers that are U.S. Accredited Investors with whom, in each case, such Underwriter, its U.S. Affiliate or the Company has a pre-existing relationship prior to such offer or solicitation and a reasonable basis for believing to be a Qualified Institutional Buyer or U.S. Accredited Investor, as applicable.

6. The Underwriter, through its U.S. Affiliate, will inform all purchasers of the Offered Securities in the United States, and all purchasers of Offered Securities that were offered Offered Securities in the United States, that the Offered Securities have not been and will not be registered under the U.S. Securities Act and the Offered Securities are being offered and sold to such persons in reliance on Rule 144A or Rule 506(b) and similar exemptions under applicable state securities laws. The Underwriters acknowledge that all offers and sales to Qualified Institutional Buyers will be made pursuant to Rule 144A which is a resale exemption and, accordingly, any Offered Securities sold to Qualified Institutional Buyers pursuant to Rule 144A will be sold by the Company to the Underwriters, as principal, and then resold by the Underwriters to the Qualified Institutional Buyers, with the U.S. Affiliate acting as the Underwriter's selling agent for purposes of the Rule 144A resale transaction. For greater certainty, to the extent that the Underwriters arrange for Substituted Purchasers to purchase the Offered Securities, the Underwriters will be acting as the Company's exclusive agents to offer the Offered Securities and to the extent that Substituted Purchasers acquire any of the Offered Securities, the Underwriters shall not be deemed to have acquired (at any time) or have any obligation to acquire any of such Offered Securities.

7. Each person purchasing Offered Securities in the United States and each purchaser of Offered Securities who was offered Offered Securities in the United States will be, prior to the sale of Offered Securities to such persons, required to execute either a U.S. Accredited Investor Certificate in the form of Schedule "C" attached to the Subscription Agreement or a QIB Letter in the form of Schedule "C" attached to the Subscription Agreement. Prior to any offer or sale of Offered

Securities to each offeree in the United States, such Underwriter and its U.S. Affiliate each had reasonable grounds to believe and did believe that each such offeree was either a Qualified Institutional Buyer or U.S. Accredited Investor, and at the Closing will continue to have reasonable grounds to believe and will continue to believe that each person purchasing Offered Securities in the United States and each purchaser of Offered Securities who was offered Offered Securities in the United States is a Qualified Institutional Buyer or a U.S. Accredited Investor.

8. All offers and sales of Offered Securities made outside the United States by the Underwriter, its U.S. Affiliate, their respective affiliates or any persons acting on their behalf (including any selling firms) have been and will be made in Offshore Transactions within the meaning of Regulation S.

9. If the Underwriters authorize any selling firm to offer and sell Offered Securities in the United States, the Underwriters will cause each such selling firm to acknowledge in writing, for the benefit of the Company, its agreement to be bound by the provisions of this Schedule "A" in connection with all offers and sales of the Offered Securities in the United States. Each Underwriter will cause its U.S. Affiliate to comply with, and will use its best efforts to ensure compliance by the selling firms, with the provisions of this Schedule "A" as though such parties are directly party hereto.

10. Offers to sell and solicitations of offers to buy the Offered Securities in the United States have been and will be made pursuant to and in accordance with exemptions from the registration or qualification requirements of all applicable state securities laws.

11. It acknowledges that until 40 days after the closing of the offering of the Offered Securities, an offer or sale of the Offered Securities within the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person, by any dealer (whether or not participating in this offering) may violate the registration requirement of the U.S. Securities Act if such offer or sale is made otherwise than in accordance with an exemption from the registration requirement of the U.S. Securities Act.

12. Neither the Underwriter nor the U.S. Affiliate has taken or will take any action that would constitute a violation of Regulation M of the U.S. Exchange Act in connection with the offer or sale of the Offered Securities.

13. As of the Closing Date, with respect to Offered Securities to be offered and sold hereunder to Substituted Purchasers that are U.S. Accredited Investors in reliance on Rule 506(b) of Regulation D (the "**Regulation D Securities**"), the Underwriter represents that none of (i) the Underwriter or the U.S. Affiliate, (ii) the Underwriter or the U.S. Affiliate's general partners or managing members, (iii) any of the Underwriter's or the U.S. Affiliate's directors, executive officers or other officers participating in the offering of the Regulation D Securities, (iv) any of the Underwriter's or U.S. Affiliate's general partners' or managing members' directors, executive officers or other officers participating in the offering of the Regulation D Securities or (v) any other person associated with any of the above persons, including any Selling Firm and any such persons related to such Selling Firm, that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with sale of Regulation D Securities (each, a "**Dealer Covered Person**" and, collectively, the "**Dealer Covered Persons**"), is subject to disqualifications under Rule 506(d) of Regulation D.

14. At least one Business Day prior to the Closing, the Underwriter and its U.S. Affiliate will provide the Company (a) a list of all purchasers of the Offered Securities in the United States and all purchasers of Offered Securities who were offered Offered Securities in the United States, and (b) all executed QIB Letters in the form attached as Schedule "C" to the Subscription Agreement or

U.S. Accredited Investor Certificate in the form attached as Schedule "C" to the Subscription Agreement.

15. At the Closing, the Underwriter and its U.S. Affiliate will provide a certificate, substantially in the form of Appendix I attached hereto, relating to the manner of the offer of the Offered Securities in the United States, or such persons will be deemed to have represented to the Company that they did not offer or sell any Offered Securities in the United States.

Representations, Warranties and Covenants of the Company

The Company represents, warrants, covenants to the Underwriters and the U.S. Affiliates that:

1. The Company is a Foreign Issuer and reasonably believes that there is no Substantial U.S. Market Interest in the Offered Securities.

2. Except with respect to offers and sales in accordance with this Schedule "A" to (i) Qualified Institutional Buyers in reliance upon the exemption from registration available under Rule 144A, or (ii) Substituted Purchasers that are U.S. Accredited Investors pursuant to the exemption from registration available under Rule 506(b) of Regulation D, neither the Company nor any of its affiliates, nor any person acting on its or their behalf (other than the Underwriters, the U.S. Affiliates, selling firms their respective affiliates or any person acting on their behalf, in respect of which no representation is made), has made or will make: (A) any offer to sell, or any solicitation of an offer to buy, any Offered Securities to a person in the United States, or (B) any sale of Offered Securities unless, at the time the buy order was or will, have been originated, the purchaser is (i) outside the United States or (ii) the Company, its affiliates, and any person acting on their behalf reasonably believe that the purchaser is outside the United States and not a U.S. Person or acting for the account or benefit of a U.S. Person.

3. All offers and sales of Offered Securities made outside the United States by the Company, any of its affiliates or any person acting on its or their behalf (other than the Underwriters, their affiliates (including, without limitation, the U.S. Affiliates, selling firms their respective affiliates or any person acting on their behalf, in respect of which no representation is made), have been and will be made in Offshore Transactions within the meaning of Regulation S. None of the Company, its affiliates, or any person acting on its or their behalf (other than the Underwriters, their affiliates (including, without limitation, the U.S. Affiliates, selling firms their respective affiliates or any person acting on their behalf, in respect of which no representation is made), has made or will make any Directed Selling Efforts in the United States with respect to the Offered Securities.

4. None of the Company, its affiliates, or any person acting on its or their behalf, has taken or will take any action that would cause the exemption from the registration requirements of the U.S. Securities Act afforded by Rule 144A or Rule 506(b) or the exclusion from registration provided by Rule 903 of Regulation S to be unavailable for offers and sales of the Offered Securities pursuant to this Agreement.

5. None of the Company, any of its affiliates or any person acting on its or their behalf (other than the Underwriters, their affiliates (including, without limitation, the U.S. Affiliates, selling firms their respective affiliates or any person acting on their behalf, in respect of which no representation is made) has offered or will offer to sell, or has solicited or will solicit offers to buy, Offered Securities in the United States by means of any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act.

6. To the extent that the Underwriters arrange for Substituted Purchasers to purchase the Offered Securities, the Company understands and acknowledges that the Underwriters will be acting as the Company's exclusive agents to offer the Offered Securities and to the extent that Substituted Purchasers acquire any of the Offered Securities, the Underwriters shall not be deemed to have acquired (at any time) or have any obligation to acquire any of such Offered Securities.

7. For so long as any of the Offered Securities which have been sold to, or for the account or benefit of, persons in the United States or U.S. Persons in reliance upon Rule 144A are outstanding and "restricted securities" within the meaning of Rule 144(a)(3) under the U.S. Securities Act and not eligible for resale pursuant to Rule 144(b)(1) under the U.S. Securities Act, at any time when the Company is neither subject to and in compliance with the reporting requirements of Section 13 or 15(d) of the U.S. Securities Exchange Act of 1934, as amended, nor exempt from such reporting requirements pursuant to Rule 12g3-2(b) thereunder, the Company will provide holders and prospective purchasers of Offered Securities designated by such holders, upon request, with the information required to be provided by Rule 144A(d)(4) under the U.S. Securities Act, for so long as the provision of such information is required to permit resales of the Offered Securities pursuant to Rule 144A.

8. Since the date that is six months prior to start of the offering of the Offered Securities it has not sold, offered for sale or solicited any offer to buy, and it will not sell, offer for sale or solicit any offer to buy, any of its securities in a manner that would be integrated with the offer and sale of the Offered Securities and would cause the exemption from registration set forth in Rule 506(b) of Regulation D or Rule 144A or the exclusion from registration set forth in Rule 903 of Regulation S to become unavailable with respect to the offer and sale of the Offered Securities;

9. None of the Company or any of its predecessors or affiliates has been subject to any order, judgment or decree of any court of competent jurisdiction temporarily, preliminarily or permanently enjoining such person for failure to comply with Rule 503 of Regulation D.

10. With respect to Offered Securities offered and sold hereunder to Substituted Purchasers that are U.S. Accredited Investors in reliance on Rule 506(b) of Regulation D (the "**Regulation D Securities**"), none of the Company, any of its predecessors, any affiliated issuer issuing Regulation D Securities, any director, executive officer or other officer of the Company participating in the offering of Regulation D Securities, any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, or any promoter (as that term is defined in Rule 405 under the U.S. Securities Act) connected with the Company in any capacity at the time of sale of the Regulation D Securities (but excluding any Dealer Covered Person (as defined below), as to whom no representation, warranty or covenant is made) (each, an "**Issuer Covered Person**") is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) of Regulation D (a "**Disqualification Event**"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3) under Regulation D. The Company has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event. If applicable, the Company has complied with its disclosure obligations under Rule 506(e) under Regulation D, and has furnished to the Underwriter and its U.S. Affiliate(s) a copy of any disclosures provided thereunder.

11. The Company is not aware of any person (other than the Underwriter, its U.S. Affiliate and any selling person that has made in writing, in favour of the Company) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of any Regulation D Securities.

12. The Offered Securities are not, and as of the Closing will not be, and no securities of the same class as the Offered Securities are or will be: (i) listed on a national securities exchange in the United States registered under Section 6 of the U.S. Securities Exchange Act of 1934, as amended; (ii) quoted in a "U.S. automated inter-dealer quotation system", as such term is used for purposes of Rule 144A; or (iii) convertible or exchangeable into, or exercisable for, securities so listed or quoted at an effective conversion or exercise premium (calculated as specified in paragraph (a)(6) and (a)(7) of Rule 144A) of less than ten percent for securities so listed or quoted.

13. The Company will, within the prescribed time periods, prepare and file any forms or notices required under the U.S. Securities Act or any state securities laws in connection with the sale of the Offered Securities.

APPENDIX I

UNDERWRITER'S CERTIFICATE

In connection with the private placement in the United States of Offered Securities of Vibe Growth Corporation (the "**Company**"), pursuant to an underwriting agreement (the "**Underwriting Agreement**") dated as of March 16, 2021, among Beacon Securities Limited, the lead underwriter, and Haywood Securities Inc. (collectively, the "**Underwriters**") and the Company, the undersigned hereby certify as follows:

1. [●] (the "**U.S. Affiliate**") is a duly registered broker or dealer pursuant to Section 15(b) of the U.S. Securities Exchange Act of 1934, as amended, and under the laws of each applicable state of the United States (unless exempted from the respective state's broker-dealer registration requirements), and was and is a member of, and in good standing with, the Financial Industry Regulatory Authority, Inc. on the date hereof and on the date of each offer and sale made by it in the United States and all offers and sales of Offered Securities in the United States have been effected by the U.S. Affiliate in accordance with all U.S. federal and state broker-dealer requirements;

2. all offers of Offered Securities in the United States were made only through the U.S. Affiliate and to Qualified Institutional Buyers or U.S. Accredited Investors and have been effected in accordance with all applicable U.S. broker-dealer requirements and U.S. Securities Laws;

3. immediately prior to offering or soliciting offers for the Offered Securities in the United we had reasonable grounds to believe and did believe that each offeree was either a Qualified Institutional Buyer or U.S. Accredited Investor, and, on the date hereof, we continue to believe that each such person purchasing Offered Securities from the Company is either a Qualified Institutional Buyer or U.S. Accredited Investor;

4. we obtained from each person in the United States that is purchased Offered Securities, either an executed (i) U.S. Accredited Investor Certificate in the form of Schedule "C" attached to the Subscription Agreement, or (ii) a QIB Letter in the form of Schedule "C" attached to the Subscription Agreement, and we have delivered copies of the same to the Company;

5. no form of General Solicitation or General Advertising was used by us, in connection with the offer of the Offered Securities in the United States;

6. neither we nor any of our U.S. Affiliates have taken or will take any action which would constitute a violation of Regulation M of the U.S. Exchange Act in connection with the offer or sale of the Offered Securities;

7. no Dealer Covered Person is subject to disqualifications under Rule 506(d) of Regulation D; and

8. all offers of the Offered Securities in the United States have been conducted by us in accordance with the terms of the Underwriting Agreement, including Schedule "A" thereto.

[Signature Page Follows]

Dated this __ day of _____, 2021.

[●]

Per: _____
Authorized Signing Officer

[●]

Per: _____
Authorized Signing Officer

SCHEDULE "B"

SUBSIDIARIES

Entity Name	Jurisdiction
Hype Bioscience Corporation	Alberta, Canada
Vibe Investments, LLC (formerly Hype Bioscience Inc.)	Nevada, U.S.A
Vibe by California Inc. (formerly Vibe Bioscience Inc.)	Nevada, U.S.A
Port City Alternative of Stockton Inc.	California, U.S.A
Vibe Cultivation LLC (formerly Alpine CNAA LLC)	California, U.S.A
Alpine Alternative Naturopathic Inc.	California, U.S.A
EVR Managers LLC	California, U.S.A
NGEV Inc.	California, U.S.A
Vibe Ukiah, LLC (formerly Vibe Desert)	California, U.S.A
Cathedral Asset Holding Corporation	California, U.S.A
Vibe CBD, LLC	California, U.S.A
Portland Asset Holding Corp.	Oregon, U.S.A

SCHEDULE "C"

MATERIAL SUBSIDIARIES

Entity Name	Jurisdiction
Vibe by California Inc. (formerly Vibe Bioscience Inc.)	Nevada, U.S.A
Port City Alternative of Stockton Inc.	California, U.S.A
Alpine Alternative Naturopathic Inc.	California, U.S.A
EVR Managers LLC	California, U.S.A
NGEV Inc.	California, U.S.A
Alpine Cultivation LLC (formerly Alpine CNAA LLC)	California, U.S.A

SCHEDULE "D"

LABOUR UNION & ASSOCIATIONS

1. The labour peace agreement between Alpine Naturopathic and Teamsters Joint Councils #7 and #42, dated February 2021, whereby Alpine Naturopathic is prohibited from engaging in a lockout of its employees.

2. The labour peace agreement between Port City Alternative of Stockton Inc. ("**Port City**") and Teamsters Joint Councils #7 and #42, dated February 2021, whereby Port City is prohibited from engaging in a lockout of its employees.