

SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT is made effective the 22nd day of October, 2021.

AMONG:

LEVIATHAN NATURAL PRODUCTS INC.,

a corporation existing under the laws of the Province of Ontario, having a registered office at 250 The Esplanade, Suite 116, Toronto, Ontario, M5A 4J6

(hereinafter referred to as the “**Purchaser**”)

- and -

TANVI BHANDARI, an individual residing in the Province of Ontario, having a registered address at #505-82 Laird Dr, Toronto Ontario, M4G 3V1. at (the “**Vendor**”)

WHEREAS:

- A. The Vendor is the legal and beneficial owner of all the issued and outstanding shares (the “**Tirthankar Shares**”), in the capital of Tirthankar Ltd. (“**Tirthankar**”) and all of the issued and outstanding shares (the “**TCann Mgmt Shares**”) in the capital of TCann Mgmt Corp (“**TCann Mgmt**”).
- B. The Vendor had advanced an interest-free loan of \$432,004.81 to Tirthankar (the “**Shareholder Loan**”).
- C. The Purchaser has agreed to purchase from the Vendor (i) all of the issued and outstanding Tirthankar Shares and TCann Mgmt Shares, and (ii) the Shareholder Loan, in consideration for: (1) the issue of 15,000,000 common shares in the capital of the Purchaser (the “**Purchaser Common Shares**”) to the Vendor; and (2) a cash payment to the Vendor of \$1,750,000 CAD, upon the terms and conditions set forth in this Agreement (the “**Transaction**”), such that the Purchaser will, upon Closing (as defined herein), be the sole direct or indirect shareholder of Tirthankar and T Cann Mgmt.
- D. The Vendor has agreed to the Transaction.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the respective covenants and agreements herein contained, the parties covenant and agree as follows:

ARTICLE I INTERPRETATION

1.01 Definitions

In this Agreement, unless otherwise defined, capitalized words and terms shall have the following meanings:

- (1) “**affiliate**” has the meaning ascribed to such term in the *Securities Act* (Ontario).
- (2) “**AGCO Approval**” means the approval of the Alcohol and Gaming Commission of Ontario of the Transaction.
- (3) “**Agreement**” means this share exchange agreement dated October 22, 2021, together with all schedules, appendices, and exhibits attached hereto, as the same may be supplemented or amended from time to time.

- (4) “**Alternative Transaction**” means any of the following (and excludes the transactions contemplated by this Agreement): (a) any merger, amalgamation, arrangement, share exchange, take-over bid, tender offer, recapitalization, consolidation or other business combination directly or indirectly involving Tirthankar or TCann Mgmt, as applicable, or any analogous transaction, (b) any acquisition of all or substantially all of the assets of Tirthankar or TCann Mgmt, as applicable (or any lease, long-term supply agreement, exchange, mortgage, pledge or other arrangement having a similar economic effect), (c) any acquisition of beneficial ownership of 50% or more of, as applicable, Tirthankar’s or T Cann Mgmt’s voting securities in a single transaction or a series of related transactions, (d) any acquisition by Tirthankar or TCann Mgmt of any assets or capital stock of another Person (other than acquisitions of capital stock or assets of any other Person that are not, individually or in the aggregate, material to Tirthankar or TCann Mgmt, as applicable), or (e) any *bona fide* proposal to, or public announcement of an intention to, do any of the foregoing on or before the Closing Date.
- (5) “**Applicable Laws**” means, in respect of any Person, property, transaction, event or other matter, as applicable, (i) any present or future law, statute, regulation, code, ordinance, principle of common law or equity, municipal by-law, treaty, order, directive, judgment, decree, injunction, decision, ruling, award or writ, domestic or foreign, of any Governmental Authority having jurisdiction applicable to that Person, property, transaction, event or other matter and, (ii) whether or not having the force of law, all applicable requirements, requests, official directives, rules, consents, approvals, authorizations, guidelines and policies of any Governmental Authority having jurisdiction over that Person, property, transaction, event or other matter and regarded by such Governmental Authority as requiring compliance.
- (6) “**Authorizations**” means, collectively, all consents, licenses, registrations, permits, authorizations, permissions, assignments, orders, approvals, clearances, waivers, certificates, and declarations issued, granted, given or otherwise made available by or under the authority of any Governmental Authority, whether domestic or foreign, or pursuant to any requirement under Applicable Laws.
- (7) “**Books and Records**” means all technical, business and financial records, financial books and records of account, books, data, reports, files, lists, drawings, plans, logs, briefs, customer and supplier lists, deeds, certificates, contracts, surveys, title opinions or any other documentation and information in any form whatsoever (including written, printed, electronic or computer printout form) relating to a corporation and its business.
- (8) “**Business Day**” means a day which is not a Saturday, Sunday or a statutory holiday in the Province of Ontario.
- (9) “**Cash Consideration**” has the meaning ascribed to such term in Section 2.02(2).
- (10) “**Closing**” means the completion of the Transaction in accordance with the terms and conditions of this Agreement.
- (11) “**Closing Date**” means the date of Closing, which shall be no later than December 31, 2021, or such other earlier or later date as the Purchaser and Vendor may mutually determine, provided that, if the Purchaser is actively engaging with the Alcohol and Gaming Commission of Ontario for the purpose of obtaining the AGCO Approval as at December 31, 2021, then it may extend the Closing Date to no later than January 30, 2022 upon written notice to the Vendor.
- (12) “**Constituting Documents**” means, with respect to any Person, as applicable, its articles and/or certificate of incorporation, notice of articles, articles of amendment, articles of amalgamation or continuance, memorandum of association, charter, by-laws, declaration of trust and other constituting documents (in the case of a trust), partnership agreement, limited liability company agreement or other similar document, and all unanimous shareholder agreements, other shareholder agreements, voting trust agreements and similar arrangements applicable to the Person’s equity interests, all as in effect from time to time.

- (13) “**Contracts**” (individually, a “**Contract**”) means all written or oral outstanding contracts and agreements, leases (including the real property leases), third-party licenses, insurance policies, deeds, indentures, instruments, entitlements, commitments, undertakings and orders made by or to which a party is bound or under which a party has, or will have, any rights or obligations and includes rights to use, franchises, license and sub-licenses agreements and agreements for the purchase and sale of assets or shares.
- (14) “**Corporate Records**” means the corporate records of a corporation, including (i) its articles, notice of articles or other constating documents, any unanimous shareholder agreement and any amendments thereto, (ii) all minutes of meetings and resolutions of its directors and any committee thereof, (iii) the share certificate books, register of shareholders, register of transfers and registers of directors and officers, and (iv) all accounting records.
- (15) “**disclosed**” means, (i) in the case of Tirthankar, T Cann Mgmt, and the Vendor, fairly disclosed in writing to the Purchaser prior to the date of this Agreement (with sufficient details to identify the nature and scope of the matter disclosed), and (ii) in the case of the Purchaser, fairly disclosed in writing to the Vendor prior to the date of this Agreement (with sufficient details to identify the nature and scope of the matter disclosed).
- (16) “**Draft Vendor Financial Statements**” means the unaudited financial statements of Tirthankar for the financial years ended October 12, 2021, and the unaudited financial statements of TCann Mgmt for the period from incorporation until October 12, 2021 and any notes thereto prepared in accordance with IFRS.
- (17) “**Environmental Laws**” means all Applicable Laws relating to the environment, including, but not limited to, those pertaining to (i) the reclamation or restoration of properties, (ii) the abatement of pollution, (iii) the protection of the environment or wildlife, including endangered species, (iv) public safety with respect to environmental hazards, (v) the protection of cultural or historic resources, (vi) the management, treatment, storage, disposal or control of, or exposure to, any substance or material that is prohibited, controlled or regulated by any Governmental Authority pursuant to Environmental Laws (such substances and materials collectively referred to in this definition as, “**Hazardous Substances**”), (vii) the release or threatened release of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances, including ambient air, surface water and groundwater, (viii) the manufacturing, processing, distribution, use, treatment, storage, disposal, handling or transport of Hazardous Substances.
- (18) “**Governmental Authority**” means any (a) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, court, tribunal, commission, board or agency, whether domestic or foreign, or (b) regulatory authority, including any securities commission, or stock exchange.
- (19) “**Information Technology**” means computer hardware, software in source code and object code form (including documentation, interfaces and development tools), websites, databases, telecommunications equipment and facilities and other information technology systems owned, licensed, used or held by a Person.
- (20) “**Intellectual Property**” means all intellectual property and industrial property rights and assets, and all rights, interests and protections that are associated with, similar to, or required for the exercise of, any of the foregoing, however arising, pursuant to Applicable Laws of any jurisdiction throughout the world, whether registered or unregistered, including any and all (a) trademarks, service marks, trade names, brand names, logos, slogans, trade dress, design rights and other similar designations of source, sponsorship, association or origin, together with the goodwill connected with the use of, and symbolized by, and all registrations, applications and renewals for, any of the foregoing, (b) internet domain names, whether or not trademarks, web addresses, web pages, websites and related content and URLs, (c) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights, author, performer, moral and neighboring rights, and all

registrations, applications for registration and renewals of such copyrights and (d) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other Governmental Authority-issued indicia of invention ownership (including inventor's certificates, petty patents and patent utility models).

(21) “**Lien**” means any mortgage, encumbrance, charge, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), claim, mortgage, title retention agreement or arrangement, restrictive covenant, or other encumbrance of any nature, or any other arrangement or condition which, in substance, secures payment, or performance of an obligation.

(22) “**Management Agreement**” has the meaning ascribed to it in Section 3.03.

(23) “**Material Adverse Effect**”, when used in connection with a party, means (i) any change, effect, fact, circumstance or event which, individually or when taken together with any other changes, effects, facts, circumstances or events, would reasonably be expected to be material and adverse to the assets, liabilities, condition (financial or otherwise), business, properties or results of operation of the party and its affiliates (if applicable), taken as a whole, or (ii) a material impairment of or delay in the ability of the parties (or any one of them) to perform their obligations under this Agreement or consummate the Transaction, provided however that, a Material Adverse Effect shall not include (1) any change, effect, fact, circumstance or event (A) relating to the global economy or financial, securities or commodities markets in general in the world including, without limitation, changes in currency exchange rates or interest rates, or (B) generally affecting the industry within which the party and its subsidiaries (if applicable) are engaged in business, which does not have a materially disproportionate effect on such party and its subsidiaries (if applicable) relative to other comparable Persons operating in the industry in which the party and its subsidiaries (if applicable) are engaged in business, and (2) the impact(s) of the COVID-19 pandemic or other health crisis or public health event, on the business, operations or financial condition of the party and its subsidiaries (if applicable).

(24) “**material fact**” shall have the meaning ascribed to it in the *Securities Act* (Ontario).

(25) “**Ordinary Course**” means, with respect to an action taken by a Person, that such action is (i) consistent with the past practices of such Person and is taken in the ordinary course of the normal day-to-day operations of the business of such Person, and (ii) similar in nature to actions customarily taken in the normal day-to-day operations of the businesses of other Persons that are in the same line of business as such Person.

(26) “**Payment Shares**” has the meaning set forth in Section 2.02.

(27) “**Person**” includes an individual, sole proprietorship, partnership, limited partnership, unincorporated association or organization, unincorporated syndicate, body corporate, trust, trustee, executor, administrator, legal representative of the Crown or any agency or instrumentality thereof.

(28) “**Purchaser Common Shares**” means the common shares in the capital of the Purchaser.

(29) “**Purchaser Disclosure Letter**” means the disclosure letter dated as of the Closing Date (and addressed to the Vendor delivered by the Purchaser to the Vendor concurrently with the execution of this Agreement.

(30) “**Purchased Shares**” means all of the Tirthankar Shares and the TCann Mgmt Shares.

(31) “**Purchaser Financial Statements**” has the meaning set forth in Section 6.01(10)(a).

(32) “**Purchaser Material Contracts**” means, any Contract to which Purchaser is a party to and which is material to Purchaser, including any Contract: (i) the termination of which would have a Material Adverse Effect on Purchaser, (ii) which would result in payments to or from Purchaser or its

subsidiaries (if any) in excess of \$25,000, whether payable in one payment or in successive payments, (iii) relating to the borrowing of money or to capital expenditures, and (iv) not entered into in the Ordinary Course.

- (33) “**QSBC**” means Qualified Small Business Corporation
- (34) “**Regulation S**” means Regulation S under the U.S. Securities Act.
- (35) “**Section 85**” means provisions set out in Subsection 85 of the Income Tax Act.
- (36) “**Securities Laws**” means the securities legislation having application, the regulations and rules thereunder and all administrative policy statements, instruments, blanket orders, notices, directions and rulings issued or adopted by the applicable securities regulatory authority, all as amended.
- (37) “**Shareholder Loan**” has the meaning ascribed to it in the recitals.
- (38) “**Tax**” means any tax, impost, levy, withholding, duty, fee, premium, assessment and other charge of any kind, however denominated and any instalment or advance payment in respect thereof, including any interest, penalties, fines or other additions that have been, are or will become payable in respect thereof, imposed by any Governmental Authority, including for greater certainty any income, gain or profit tax (including federal, state, provincial and territorial income tax), payroll and employee withholding tax, employment or payroll tax, unemployment insurance, disability tax, social insurance tax, social security contribution, sales and use tax, consumption tax, customs tax, ad valorem tax, excise tax, goods and services tax, harmonized sales tax, franchise tax, gross receipts tax, capital tax, business license tax, alternative minimum tax, estimated tax, abandoned or unclaimed (escheat) tax, occupation tax, real and personal property tax, stamp tax, environmental tax, transfer tax, severance tax, workers’ compensation, Canada and other government pension plan premium or contribution and other governmental charge, and other obligations of the same or of a similar nature to any of the foregoing, together with any interest, penalties or other additions to tax that may become payable in respect of such tax, and any interest in respect of such interest, penalties and additions whether disputed or not, and “**Taxes**” has a corresponding meaning.
- (39) “**Tax Act**” means the *Income Tax Act* (Canada).
- (40) “**Tax Return**” means all returns, declarations, designations, forms, schedules, reports, elections, notices, filings, statements (including withholding tax returns and reports and information returns and reports) and other documents of every nature whatsoever filed or required to be filed with any Governmental Authority with respect to any Tax together with all amendments and supplements thereto.
- (41) “**TCann Mgmt Shares**” has the meaning set forth in the recitals of this Agreement.
- (42) “**T Cannabis NW Share Purchase Agreement**” has the meaning set forth in Section 3.04
- (43) “**Time of Closing**” means 10:00 a.m. (EST) on the Closing Date, or such other time as the Purchaser and Vendor may mutually determine.
- (44) “**Tirthankar**” has the meaning ascribed to such term on page 1 of this Agreement.
- (45) “**Tirthankar Key Personnel**” means Harshil Chovatiya, Akhil Bhasin, presently performing services for Tirthankar, TCann Mgmt, or Tirthankar Subsidiary.
- (46) “**Tirthankar Shares**” has the meaning set forth in the recitals of this Agreement.
- (47) “**Tirthankar Subsidiary**” means T Cannabis NW Inc.

- (48) “**Transaction**” has the meaning set forth in the recitals of this Agreement.
- (49) “**U.S. Person**” has the meaning ascribed to such term in Regulation S.
- (50) “**U.S. Securities Act**” means the *United States Securities Act of 1933*.
- (51) “**Vendor Data Room**” means the internet-based data room hosted by Dropbox and established by or on behalf of Vendor, and made available to the Purchaser and its advisors on September 4, 2021.
- (52) “**Vendor Data Room Information**” means all information, books, maps, records, reports, files, data, interpretations, papers and other records or documents relating to Tirthankar, T Cann Mgmt, and the Tirthankar Subsidiary or businesses and affairs in the Vendor Data Room.
- (53) “**Vendor Disclosure Letter**” means the disclosure letter dated as of the Closing Date (and addressed to the Purchaser) delivered by the Vendor to the Purchaser concurrently with the execution of this Agreement.
- (54) “**Vendor Financial Statements**” means the audited financial statements of Tirthankar for the financial years ended September 30, 2021 and September 30, 2020 and the audited financial statements of TCann Mgmt for the period from incorporation until September 30, 2021, and any notes thereto prepared in accordance with IFRS.
- (55) “**Vendor’s Personal Information**” has the meaning ascribed to such term in Section 2.04.
- (56) “**Vendor Material Contracts**” means, collectively, all Contracts and other obligations or rights (and all amendments, modifications and supplements thereto) to which Tirthankar, T Cann Mgmt, or the Tirthankar Subsidiary is a party or by which their assets, rights and properties are bound that are material to the business or assets of Tirthankar, T Cann Mgmt, or the Tirthankar Subsidiary, including, all Contracts listed in the Vendor Disclosure Letter.
- (57) “**VendorCo**” means a corporation incorporated by the Vendor under the jurisdiction of the Province of Ontario for the purposes of the Management Agreement.
- (58) “**Voting Support Agreement**” has the meaning ascribed to such term in Section 3.02.

1.02 Currency

All sums of money which are referred to in this Agreement are expressed in lawful money of Canada unless otherwise specified.

1.03 Interpretation Not Affected by Headings, etc.

The division of this Agreement into articles, sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to an Article, Section or a Schedule or Exhibit refers to the specified Article or Section of, or Schedule or Exhibit to this Agreement.

1.04 Number, etc.

Unless the subject matter or context requires the contrary, (i) words importing the singular number only shall include the plural and vice versa, (ii) words importing the use of any gender shall include all genders, and (iii) words importing Persons shall include natural persons, firms, trusts, partnerships and corporations.

1.05 Date for Any Action

In the event that any date on which any action is required or permitted to be taken hereunder by any Person is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.06 Statutory References

Any reference in this Agreement to a statute includes all regulations and rules made thereunder, all amendments to such statute in force from time to time, and any statute, regulation or rule that supplements or supersedes such statute, regulation or rule.

1.07 Knowledge

- (a) Any reference herein to “the knowledge of the Purchaser” (or similar expressions) will be deemed to mean the actual knowledge of Martin J. Doane, Chief Executive Officer and Chairman of the Purchaser.
- (b) Any reference herein to “the knowledge of the Vendor” (or similar expressions) will be deemed to mean the actual knowledge of Tanvi Bhandari, together with the knowledge such Person would have had if they had conducted a diligent inquiry into the relevant subject matter.

1.08 Schedules

The following schedules to this Agreement are an integral part of this Agreement:

<i>Schedule</i>	<i>Description</i>
Schedule “A”	Lock-Up Agreement
Schedule “B”	Voting and Support Agreement
Schedule “C”	Management Agreement
Schedule “D”	T Cannabis NW Share Purchase Agreement
Schedule “E”	Key Employment/Consulting Terms

**ARTICLE II
PURCHASE AND SALE OF PURCHASED SHARES**

2.01 Purchase and Sale

Subject to the terms and conditions hereof, the Vendor covenants and agrees, on her own behalf, to sell, assign and transfer to the Purchaser, and the Purchaser covenants and agrees to purchase from the Vendor, the Purchased Shares, free and clear of any Liens, at the Time of Closing.

2.02 Purchase Consideration

In consideration for the acquisition of the Purchased Shares, the Purchaser shall on Closing :

- (1) issue from treasury to the Vendor 15,000,000 Purchaser Common Shares, free and clear of any Liens (the “**Payment Shares**”).
- (2) Pay the Vendor \$1,750,000 CAD (the “**Cash Consideration**”), of which:
 - (i) \$1,317,995.19 will be paid to the Vendor in consideration of the Purchased Shares; and
 - (ii) \$432,004.81 will be paid to the Vendor in consideration of the assignment of the Shareholder Loan to the Purchaser.

2.03 Restrictions on Resale

The Vendor acknowledges and agrees as follows:

- (1) The transfer of the Purchased Shares and the issuance of the Payment Shares in exchange therefor will be made pursuant to appropriate exemptions (the “**Exemptions**”) from the formal takeover bid and registration and prospectus (or equivalent) requirements of the Securities Laws, including, pursuant to the take-over bid prospectus exemption found in Section 2.16 of National Instrument 45-106 – *Prospectus Exemptions*.
- (2) As a consequence of acquiring the Payment Shares pursuant to the Exemptions:
 - (i) the Vendor will be restricted from using certain of the civil remedies available under the Securities Laws;
 - (ii) the Vendor may not receive information that might otherwise be required to be provided to the Vendor, and the Purchaser is relieved from certain obligations that would otherwise apply under Securities Laws if the Exemptions were not being relied upon by the Purchaser;
 - (iii) no securities commission, stock exchange or similar regulatory authority has, or will have, reviewed or passed on the merits of an investment in the Payment Shares;
 - (iv) there is no, and will not be, government or other insurance covering the Payment Shares; and
 - (v) an investment in the Payment Shares is speculative and of high risk.
- (3) The certificates representing the Payment Shares will bear such legends as required by the applicable Securities Laws and it is the responsibility of the Vendor (and the Purchaser is in no way responsible) to find out what those restrictions are and to comply with them before selling or transferring the Payment Shares.
- (4) The Vendor is knowledgeable of, or has been independently advised as to, the Applicable Laws of the applicable jurisdiction(s) which apply to the sale of the Purchased Shares and the issuance of the Payment Shares in exchange therefor, and which may impose restrictions on the resale of such Payment Shares in such jurisdiction(s) and it is the responsibility of the Vendor to find out (and the Purchaser is in no way responsible for advising as to) what those resale restrictions are, and to comply with them before selling or transferring the Payment Shares.

2.04 Vendor Acknowledgment Regarding Disclosure

The Vendor acknowledges that the Vendor’s personal information, as disclosed to the Purchaser and Purchaser’s legal counsel (including but not limited to the Vendor’s name, address, telephone number, and email address, the number of Payment Shares issued to the Vendor, the Closing Date, and the prospectus exemption being relied on to issue the Payment Shares to the Vendor) (the “**Vendor’s Personal Information**”) may be disclosed by the Purchaser or Purchaser’s legal counsel to: (a) stock exchanges or securities regulatory authorities, (b) the Canada Revenue Agency or other taxing authorities, and (c) any of the other parties involved in the Transaction, including legal counsel to the Purchaser and may be included in record books in connection with Transaction. By executing this Agreement and any ancillary agreements, Vendor is deemed to be consenting to the foregoing collection, use and disclosure of the Vendor’s personal information. Vendor also consents to the filing of copies or originals of any of the Vendor’s documents described herein as may be required to be filed with any stock exchange or securities regulatory authority in connection with the transactions contemplated hereby. The Vendor’s Personal Information will be disclosed to the Canadian securities regulatory authorities, and such information is being indirectly collected by the Canadian securities regulatory authorities under the authority granted to it under Canadian securities legislation. This

information is being collected for the purposes of the administration and enforcement of Canadian securities legislation. The Vendor hereby authorizes the indirect collection of such information by the Canadian securities regulatory authorities. In the event the Vendor has any questions with respect to the indirect collection of such information, the Vendor should contact the applicable securities regulatory authority.

2.05 Section 85 Rollover

It is the intention of the Vendor and the Purchaser that the sale of the property will be effected as a “rollover” pursuant to Section 85 with the intent that the Vendor will not be liable for the immediate payment of income tax in Canada with respect to the Payment Shares; rather the Vendor shall obtain a tax deferral with respect to the Payment Shares until such time as the Vendor sells transfers or otherwise disposes of the Payment Shares. The Purchaser confirms and agrees that it shall, following the completion date, execute such additional documents and agreements as may be reasonably required by the Vendor in order to allow the Vendor to prepare and file all necessary documents with the Canada Revenue Agency (“CRA”) to evidence the election to effect the purchase and sale of the property as a tax-deferred transaction under Section 85.

ARTICLE III ANCILLARY AGREEMENTS

3.01 Lock-Up Agreements

On the Closing Date, the Vendor shall enter into a lock-up agreement with the Purchaser in the form attached as Schedule “A” (the “**Lock-Up Agreement**”).

3.02 Voting Support Agreement

On the Closing Date, the Vendor shall enter into a voting support agreement in the form attached as Schedule “B” (the “**Voting Support Agreement**”).

3.03 Management Agreement

On the Closing Date, the Purchaser and VendorCo shall enter into a management contract, in the form attached as Schedule “C” (the “**Management Agreement**”).

3.04 T Cannabis NW Share Purchase Agreement

Tirthankar and the other shareholders of T Cannabis NW shall enter into a share purchase agreement in the form attached as Schedule “D” (the “**T Cannabis NW Share Purchase Agreement**”), which shall provide for the Purchaser acquiring ownership of all of the issued and outstanding shares in the capital of T Cannabis NW not held by Tirthankar, such that, after Closing, the Purchaser and Tirthankar shall collectively own all of the issued and outstanding shares of T Cannabis NW. No amendments or waiver with respect to the T Cannabis NW Share Purchase Agreement shall be made without the consent of the Purchaser.

ARTICLE IV CONDITIONS OF CLOSING

4.01 Mutual Conditions of Closing

The obligations to complete the Transaction are subject to the fulfillment of each of the following conditions on or before the Time of Closing:

- (1) There shall be no action taken under any Applicable Laws by any Governmental Authority that
 - (i) makes it illegal or restrains, enjoins or prohibits the Transaction, (ii) results in a judgment or assessment of damages relating to the Transaction that has a Material Adverse Effect on the Purchaser, Tirthankar, TCann Mgmt, the Tirthankar Subsidiary, or the Vendor or (iii) could reasonably be expected to impose any condition or restriction upon the Purchaser, Tirthankar, TCann Mgmt, the Tirthankar Subsidiary, or the Vendor which, after giving effect to the Transaction, would so materially and

adversely impact the economic or business benefits of the Transaction as to render inadvisable the consummation of the Transaction.

(2) There shall be no legislation (whether by statute, regulation, order-in-council, notice of ways and means motion, by-law or otherwise) enacted, introduced or tabled which, in the opinion of the Purchaser or Vendor, acting reasonably and with the benefit of advice from independent legal counsel, materially adversely affects or is reasonable likely to materially adversely affect the Transaction.

(3) The parties shall have received all Authorizations and other required regulatory, corporate and third party approvals, if applicable, and be in compliance with all applicable requirements and conditions under Applicable Laws necessary to complete the Transaction, including but not limited to AGCO Approval.

(4) The Purchaser, Vendor, Tirthankar, TCann Mgmt, and the Tirthankar Subsidiary shall not be subject to any material, unresolved litigation or court proceedings.

(5) There shall not be any prohibition under Applicable Laws against the completion of the Transaction.

The foregoing conditions precedent are for the benefit of all parties, and any one or more of such conditions may be waived by the Vendor or by the Purchaser, in whole or in part, without prejudice to any party's right to rely on any other condition in favor of any party.

4.02 Conditions of Closing in Favour of the Purchaser

The obligations of the Purchaser to complete the Transaction are subject to the fulfillment of each of the following conditions on or before the Time of Closing:

(1) The Vendor shall have tendered all closing deliveries set forth in Sections 5.03 including delivery of the Purchased Shares, duly endorsed in blank for transfer or accompanied by duly executed stock transfer powers or other evidence of authorizing transfer of the Purchased Shares to the Purchaser, in a form acceptable to the Purchaser, acting reasonably.

(2) Neither Tirthankar, T Cann Mgmt, nor the Vendor shall have violated Section 10.01.

(3) The representations and warranties of the Vendor set forth in this Agreement shall have been true and correct in all respects as of the date hereof and shall be true and correct in all respects as of the Time of Closing (and for the avoidance of doubt, the delivery by Vendor of the documents required to be delivered by the Vendor pursuant to Section 5.03 shall constitute a reaffirmation and confirmation of Vendor of such representations and warranties).

(4) All of the terms, covenants and conditions of this Agreement to be complied with or performed by the Vendor at or before the Time of Closing will have been complied with or performed (and for the avoidance of doubt, the delivery by the Vendor of the documents required to be delivered by the Vendor pursuant to Section 5.03 shall constitute a reaffirmation and confirmation by the Vendor of such compliance and performance).

(5) All Authorizations and all consents, assignments, waivers, permits, orders and approvals of all other Persons, including, if applicable, all those party to the Vendor Material Contracts, necessary to conduct the business of Tirthankar, T Cann Mgmt, and the Tirthankar Subsidiary or completion of the Transaction shall have been obtained.

- (6) There shall not be any inquiry or investigation (whether formal or informal) in relation to Tirthankar, T Cann Mgmt, or the Tirthankar Subsidiary, or their directors or officers commenced or threatened by any securities commission or regulatory body having jurisdiction, the outcome of which could, in the opinion of the Purchaser, acting reasonably and with the benefit of advice from independent legal counsel, reasonably be expected to have a Material Adverse Effect on Tirthankar, T Cann Mgmt, or the Tirthankar Subsidiary.
- (7) There shall not have been, after the date of this Agreement, any Material Adverse Effect with respect to Tirthankar, T Cann Mgmt, or the Tirthankar Subsidiary.
- (8) Each of the Tirthankar Key Personnel shall have delivered termination documentation in respect of their ongoing consulting or employment arrangements with Tirthankar, TCann Mgmt, or Tirthankar Subsidiary, and on terms and conditions satisfactory to Purchaser, acting reasonably, and shall have entered into employment and/or consulting agreements, as applicable, with Purchaser, incorporating the principal terms as set forth in Schedule “E” attached hereto and otherwise on terms and conditions satisfactory to Purchaser, acting reasonably.
- (9) The Management Contract shall have been duly executed.
- (10) The transactions contemplated by T Cannabis NW Share Purchase Agreement shall have closed on the terms set out in the T Cannabis NW Share Purchase Agreement.
- (11) Tirthankar, T Cann Mgmt, and the Tirthankar Subsidiary shall have discharged all liabilities owed by them respectively, including but not limited to the Shareholder Loan, and a bring-down certificate of Vendor to this effect shall have been delivered to the Purchaser.
- (12) Except with the prior written consent of the Purchaser, Tirthankar and TCann Mgmt shall not have (i) completed, or agreed to complete, any acquisition or disposition other than in the Ordinary Course, or (ii) undertaken or completed, or agreed to undertake or complete, any financing of debt or equity securities, or any “related party transaction” (within the meaning of applicable Securities Laws).
- (13) Tirthankar, T Cann Mgmt, and the Tirthankar Subsidiary shall not have suffered a loss, impairment, termination, or failure to renew, of any material Authorization.
- (14) The Vendor shall have duly executed and delivered to the Purchaser, the Lock-Up Agreement.
- (15) The Vendor shall have duly executed and delivered to the Purchaser, the Voting Support Agreement.
- (16) The shareholders’ agreement dated September 23, 2020 among the shareholders of Tirthankar Subsidiary shall have been terminated, and evidence of same delivered to the Purchaser.
- (17) The Vendor Financial Statements shall comply with Section 6.02(18)(a).

The foregoing conditions precedent are for the benefit of the Purchaser and any one or more of such conditions may be waived by the Purchaser, in whole or in part, without prejudice to the Purchaser’s right to rely on any other condition in favour of the Purchaser.

4.03 Conditions of Closing in Favour of the Vendor

The obligations of the Vendor to complete the Transaction are subject to the fulfillment of each of the following conditions on or before the Time of Closing:

- (1) The Purchaser shall have tendered all closing deliveries set forth in Section 5.02, including delivery of the certificates (or Direct Registration System Advices) representing the Payment Shares and the payment of the Cash Consideration.

- (2) All Authorizations and all consents, waivers, permits, orders and approvals of all other Persons, including, if applicable, all those party to the Purchaser Material Contracts necessary to permit the completion of the Transaction shall have been obtained.
- (3) The representations and warranties of the Purchaser set forth in this Agreement shall have been true and correct as of the date hereof and shall be true and correct at the Time of Closing in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier), except as affected by the transactions contemplated by this Agreement, and a certificate of a senior officer of the Purchaser to this effect shall have been delivered to the Vendor.
- (4) All of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser at or before the Time of Closing will have been complied with or performed and a certificate of a senior officer of the Purchaser to this effect shall have been delivered to the Vendor.
- (5) There shall not have been after the date of this Agreement, any Material Adverse Effect with respect to the Purchaser.
- (6) The Payment Shares will have been approved for issuance by the directors of the Purchaser, and upon issuance in accordance with the terms hereof, the Payment will be issued as fully paid and non-assessable shares in the capital of the Purchaser.
- (7) There shall not be any inquiry or investigation (whether formal or informal) in relation to the Purchaser or its directors or officers commenced or threatened by any securities commission or regulatory body having jurisdiction, the outcome of which could, in the opinion of Vendor, acting reasonably and with the benefit of advice from independent legal counsel, reasonably be expected to have a Material Adverse Effect on the Purchaser.
- (8) The Purchaser shall have take all such actions as may be necessary to have appointed, effective at the Closing, Tanvi Bhandari to the board of directors of the Purchaser's board of directors (the "**Vendor's Nominee**"), provided that Purchaser will add a second director nominated by the Vendor in the event the Purchaser has increased the size of its board of directors to more than five (5) members, as at the Closing Date.
- (9) The Purchaser shall have duly executed and delivered to the Vendor the Management Agreement.

The foregoing conditions precedent are for the benefit of the Vendor and any one or more of such conditions may be waived by the Vendor, in whole or in part, without prejudice to the Vendor's right to rely on any other condition in favor of the Vendor.

4.04 Notice and Cure Provisions

Each party will give prompt notice to the other parties of the occurrence, or failure to occur, at any time from the date hereof until the Closing Date, of any event, change, or state of facts which occurrence or failure would or would be likely to:

- (1) cause any of the representations or warranties of such party contained herein to be untrue or inaccurate on the date hereof or at the Closing Date; or
- (2) result in the failure by such party to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such party hereunder prior to the Closing Date.

Subject to Article VIII, no party may elect not to complete the Transaction as contemplated herein as a result of the non-fulfillment of the conditions precedent contained in Sections 4.01, 4.02, or 4.03, as applicable, unless the

party intending to rely thereon has delivered a written notice to the other parties prior to the Time of Closing specifying, in reasonable detail, all breaches of representations and warranties or covenants or other matters which the party delivering such notice is asserting as the basis for the non-fulfillment of the applicable condition precedent.

ARTICLE V
CLOSING AND POST CLOSING ARRANGEMENTS

5.01 Time and Place of Closing

Closing of the Transaction shall take place remotely at the Time of Closing by exchange of counterpart and electronic documentation and deliveries.

5.02 Closing Deliveries of the Purchaser

At the Time of Closing, the Purchaser will deliver or cause to be delivered to the Vendor each of the following:

- (1) Share certificates (or Direct Registration System Advices) evidencing the Payment Shares, and the Cash Consideration.
- (2) A certificate of one of the Purchaser's senior officers, dated as of the Closing Date, certifying: (i) that attached thereto are true and complete copies of the Constating Documents of the Purchaser (and all amendments thereto as in effect as on such date), (ii) all resolutions of the board of directors of the Purchaser approving the entering into of this Agreement and all ancillary agreements contemplated herein and the completion of the Transaction, including the issuance of the Payment Shares and the payment of the Cash Consideration, and (iii) as to the incumbency and genuineness of the signature of each officer of the Purchaser executing this Agreement or any of the other agreements or documents contemplated hereby.
- (3) The officer's certificates referred to in Sections 4.03(3) and 4.03(4).
- (4) A certificate of status or good standing for the Purchaser, dated within two (2) days of the Closing Date.
- (5) A duly executed Management Agreement.
- (6) Evidence of the completion of all necessary corporate actions of the Purchaser to set the size of the board of directors of the Purchaser at four (4) directors, and appointing Tanvi Bhandari as director.

5.03 Closing Deliveries of Vendor

At the Time of Closing, Vendor will deliver or cause to be delivered to the Purchaser each of the following:

- (1) The bring-down certificate referred to in Sections 4.02(11).
- (2) The resignations and releases referred to in Section 4.02(8).
- (3) A certificate of status for Tirthankar dated within two (2) days of the Closing Date.
- (4) A certificate of status for TCann Mgmt dated within two (2) days of the Closing Date.
- (5) A certificate of status for Tirthankar Subsidiary, dated within two (2) days of the Closing Date.
- (6) All share certificates evidencing the Purchased Shares held or beneficially owned by the Vendor, duly endorsed in blank for transfer or accompanied by duly executed stock transfer powers.

- (7) The Lock-Up Agreement duly executed by the Vendor.
- (8) The Voting and Support Agreement duly executed by the Vendor.
- (9) The Management Agreement duly executed by Vendorco.
- (10) Termination documentation, including resignations and releases in a form acceptable to the Purchaser, acting reasonably, evidencing the terminations contemplated by Section 4.02(8).
- (11) Documentation evidencing the termination of the shareholders' agreement dated September 23, 2020, among the shareholders of Tirthankar Subsidiary.
- (12) The Vendor Financial Statements.

ARTICLE VI REPRESENTATIONS AND WARRANTIES

6.01 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to and in favor of the Vendor as follows, and acknowledges that such parties are relying upon such representations and warranties in connection with the transactions contemplated herein:

- (1) **Organization and Qualification.** The Purchaser is a corporation validly existing under the laws of its jurisdiction of incorporation and is duly qualified, licensed or registered to carry on business and is in good standing in each jurisdiction in which the character of its assets and properties, owned, leased, licensed or otherwise held, or the nature of its activities makes such qualification necessary. The Purchaser has all Authorizations required to own, lease and operate its properties and to carry on its business as now conducted.
- (2) **Corporate Power and Authority.** The Purchaser has the requisite corporate power and authority to enter into and perform its obligations under this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, and to own and lease its properties, and carry on its businesses as now being conducted.
- (3) **Execution and Binding Obligation.** This Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed, and delivered by the Purchaser, and each is, or will be at the Time of Closing, a legal, valid and binding agreement of the Purchaser enforceable against it in accordance with its terms, subject only to any limitation under bankruptcy, insolvency or other law affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
- (4) **Governmental Authorization.** No Authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over the Purchaser is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement, except for those Authorizations which are contemplated by this Agreement or those Authorizations that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent or materially delay the Purchaser from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on the Purchaser.
- (5) **No Conflict or Contravention.** The execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) result in a breach or violation of the Constatng Documents of the Purchaser or of any resolutions of the directors or shareholder of the Purchaser, (ii) conflict with, result in a breach of, constitute a default under, or accelerate the performance required by, or result in the suspension, cancellation, material alteration or creation of a Lien upon, any material

Contract (including any Purchaser Material Contracts), or license or permit to which the Purchaser is a party or by which the Purchaser is bound or to which any material assets or property of the Purchaser is subject, or (iii) violate any provision of any Applicable Law applicable to the Purchaser.

(6) **Capitalization.**

- (a) The authorized capital of Purchaser consists of an unlimited number of Purchaser Common Shares, of which 85,105,269 Purchaser Common Shares are issued and outstanding as at the time of this Agreement.
- (b) All outstanding Purchaser Common Shares been duly authorized and validly issued, are fully paid and non-assessable, and all Purchaser Common Shares issuable upon the exercise of the any outstanding convertible securities of the Purchaser, in accordance with their respective terms have been duly authorized and, upon issuance, will be validly issued as fully paid and non-assessable.
- (c) All securities of the Purchaser have been issued in compliance with all applicable Securities Laws.

(7) **Payment Shares.** The Payment Shares will, when issued in accordance with the terms hereof, be validly issued as fully paid and non-assessable Purchaser Common Shares.

(8) **Third Party Consents, Waivers, Approvals.** Except as disclosed in the Purchaser Disclosure Letter, there are no waivers, consents, notices or approvals required to be given to, or obtained from, any Person by the Purchaser under any Contract to which the Purchaser is a party in connection with (i) the execution, delivery and performance by Purchaser of this Agreement, or (ii) the consummation of the Transaction and the other transactions contemplated by this Agreement.

(9) **Reporting Issuer.** The Purchaser is a “reporting issuer” in British Columbia, Ontario, and Alberta (as that term is defined under the applicable Securities Laws in the Provinces of British Columbia, Ontario, and Alberta) and is not in material default of such Securities Laws.

(10) **Financial Statements.**

- (a) The audited financial statements of the Purchaser for the years ended August 31, 2020 and 2019 and the unaudited consolidated interim financial statements for the nine month period ended May 31, 2021, (collectively, the “**Purchaser Financial Statements**”), copies of which have been filed publicly and are available on SEDAR, are true and correct in all material respects, and present fairly and accurately the financial position of the Purchaser as at the respective dates thereof and the results of the operations of the Purchaser for the respective periods then ended. The Purchaser Financial Statements have been prepared in accordance with IFRS, applied on a consistent basis.
- (b) No information has come to the attention of the Purchaser since the last date of the most recently issued Purchaser Financial Statements that would, or would reasonably be expected to, require any restatement or revisions of any such Purchaser Financial Statements.
- (c) Except as disclosed in the Purchaser Financial Statements, (i) there are no related-party transactions or off-balance sheet structures or transactions with respect to the Purchaser, and (ii) the Purchaser is not a party to, or bound by, any agreement of guarantee, indemnification, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other Person.

(11) **No Undisclosed Liabilities.** There are no liabilities or obligations of the Purchaser of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise, other than (i) liabilities or obligations disclosed in the Purchaser Financial Statements, (ii) liabilities or obligations

incurred in the Ordinary Course since the date of the Purchaser Financial Statements, and (iii) reasonable accounting and legal fees of the Purchaser incurred in connection with the Transaction and/or incurred in connection with this Agreement.

(12) **Non-Arms' Length Transactions.** Except as disclosed in the Purchaser Financial Statements, the Purchaser has not, in the last one (1) year, (i) made or agreed to make any payment or loan to, or borrowed any moneys from or is otherwise indebted to, any current or former officer, director, employee or shareholder of the Purchaser, or any affiliate of the Purchaser, or any other Person not dealing at arm's length with the Purchaser, or any affiliate of any of the foregoing Persons (collectively referred to in this subsection as, the "**Purchaser Non-Arm's Length Parties**"), except for payment made in the Ordinary Course, and (ii) has not incurred, assumed or guaranteed any debt for borrowed money, or created or assumed any Lien or on behalf or for the benefit of, any Purchaser Non-Arm's Length Party.

(13) **Conduct of Business.** The Purchaser has conducted, and is conducting, its business in compliance in all material respects with all Applicable Laws of each jurisdiction in which its business is carried on.

(14) **Authorizations.** The Purchaser has all Authorizations of, and has made all filings, applications and registrations with, applicable Governmental Authorities that are required in order to permit it to carry on its business as presently conducted and own, operate or use the assets and property of the Purchaser, except for such Authorizations, the failure to have or make, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on the Purchaser, and all such Authorizations are in good standing in all material respects.

(15) **Insolvency, Bankruptcy, Etc.** No bankruptcy, insolvency or receivership proceedings have been instituted by the Purchaser or, to the knowledge of the Purchaser, are pending or threatened against the Purchaser.

(16) **Material Contracts.** The Purchaser Material Contracts are each in full force and effect, unamended, and there exists no default, warranty claim or other obligation or liability or event, occurrence, condition or act (including the purchase and sale of the Purchased Shares hereunder and the other transactions contemplated hereunder, including, without limitation, the issuance of the Consideration Shares) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default, or give rise to a warranty claim or other obligation or liability thereunder. The Purchaser has not violated or breached, in any material respect, any of the terms or conditions of any Purchaser Material Contract and all the covenants to be performed by any other party thereto have been fully and properly performed in all material respects.

(17) **Investigations.** The Purchaser has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified the Purchaser of such Governmental Authority's intention to commence or to conduct any investigation, that could be reasonably likely to have a Material Adverse Effect on the Purchaser.

(18) **Litigation, Judgements, Etc.** Except as disclosed in the Purchaser Disclosure Letter, there is no claim, suit, action or proceeding in effect or ongoing or, to the knowledge of the Purchaser, pending or threatened, against or relating to the Purchaser that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on the Purchaser, and there is no writ, judgment, decree, award, injunction, rule or order of any Governmental Authority outstanding against the Purchaser causing, or which could reasonably be expected to cause, a Material Adverse Effect on the Purchaser.

(19) **Brokers and Finders.** The Purchaser has not engaged or authorized any Person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement that in any manner may or will impose liability on Purchaser, Tirthankar or TCann Mgmt.

(20) **Corporate Records.** The Corporate Records of the Purchaser are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted

or taken in compliance with all Applicable Laws and with the Constatng Documents of the Purchaser. The minute books of the Purchaser contain (i) complete and accurate minutes of all meetings of the directors (and any committee thereof) and the shareholders of the Purchaser, and (ii) all written resolutions passed by the directors (and any committee thereof) and the shareholders of the Purchaser. The share certificate books, if any, the central securities the register and register of transfers, and the branch registers of the Purchaser are complete and accurate, and all transfers of shares of the Purchaser reflected therein have been duly completed and approved. The registers of directors and officers are complete and accurate and all former and present directors and officers of the Purchaser were duly elected or appointed, as the case may be.

(21) **Full Disclosure.** To the knowledge of the Purchaser, no representation or warranty of the Purchaser contained in this Agreement or any document or certificate delivered pursuant to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein, as the case may be, not misleading.

6.02 Representations and Warranties of the Vendor

The Vendor hereby represents and warrants to the Purchaser as follows, and acknowledges that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated herein:

(1) **Authority.** The Vendor has the requisite authority to enter into and perform its obligations under this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement.

(2) **Execution and Binding Obligation.** This Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed, and delivered by the Vendor, and each is, or will be at the Time of Closing, a legal, valid and binding agreement of the Vendorenforceable against it in accordance with its terms, subject only to any limitation under bankruptcy, insolvency or other law affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(3) **Corporate Power and Authority.** Tirthankar and TCann Mgmt have the requisite corporate power and authority to perform their obligations under this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, and to own and lease their properties, and carry on its businesses as now being conducted.

(4) **No Conflict or Contravention.** The execution and delivery of this Agreement does not, and the consummation of the Transaction will not conflict with, result in a breach of, constitute a default under, or accelerate the performance required by, or result in the suspension, cancellation, material alteration or creation of a Lien upon, any material Contract, or license or permit to which the Vendor, Tirthankar, TCann Mgmt, or Tirthankar Subsidiary is a party or by which the Vendor, Tirthankar, TCann Mgmt, or Tirthankar Subsidiary is bound or to which any material assets or property of Vendor, Tirthankar, TCann Mgmt, or Tirthankar Subsidiary is subject, or (iii) to the knowledge of the Vendor, violate any provision of any Applicable Law applicable to the Vendor.

(5) **Registered and Beneficial Owners.** The Vendor is the registered and beneficial owner of all of the issued and outstanding Tirthankar Shares and TCann Mgmt Shares, free and clear of all Liens. No Person has any agreement or option or any right or privilege capable of becoming an agreement for the purchase of the Purchased Shares held or beneficially owned by the Vendor and none of such Tirthankar Shares and TCann Mgmt are subject to any voting trust, shareholder agreement, voting agreement or other agreement with respect to the disposition or enjoyment of any rights of any shares of Tirthankar and T Cann Mgmt.

(6) **Governmental Authorization.** No Authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over the Vendor, Tirthankar, TCann Mgmt, or

Tirthankar Subsidiary is required to be obtained by the Vendor, Tirthankar, TCann Mgmt, or Tirthankar Subsidiary in connection with the execution and delivery of this Agreement, except for those Authorizations which are contemplated by this Agreement or those Authorizations that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent or materially delay the Vendor from performing its obligations under this Agreement.

(7) **Residence under Tax Act.** The Vendor is not a “non-resident” of Canada within the meaning of the Tax Act.

(8) **U.S. Securities Law Matters.** The Vendor represents, warrants and covenants as follows:

- (i) The offer to purchase the Purchased Shares held or beneficially owned by the Vendor was not made to the Vendor when it was, or any beneficial purchaser for whom it is acting, if applicable, was in the United States.
- (ii) The Vendor is not a U.S. Person, is not in the United States, and is not acquiring the applicable Consideration Shares on behalf of, or for the account or benefit of, a U.S. Person or a Person in the United States.
- (iii) At the time this Agreement was executed and delivered by the Vendor, it was outside the United States.
- (iv) The Vendor or any beneficial purchaser for whom it is acting, if applicable, has no intention to distribute, either directly or indirectly, any of the Payment Shares in the United States, except in compliance with the U.S. Securities Act.
- (v) The current structure of the Transaction and all transactions and activities contemplated in this Agreement is not a scheme by the Vendor to avoid the registration requirements of the U.S. Securities Act and any applicable federal and state Securities Laws of the United States.

(9) **Brokers and Finders.** The Vendor has not engaged or authorized any Person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, and no Person is, or will be entitled to, any brokerage or finder’s fee in connection with the transactions contemplated by this Agreement.

(10) **Full Disclosure.** No representation or warranty of the Vendor contained in this Agreement or any document or certificate delivered pursuant to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein, as the case may be, not misleading.

(11) **Organization and Qualification.** Tirthankar, Tirthankar Subsidiary, and TCann Mgmt are corporations validly existing under the laws of their jurisdiction of incorporation and are duly qualified, licensed or registered to carry on business and are in good standing in each jurisdiction in which the character of its assets and properties, owned, leased, licensed or otherwise held, or the nature of its activities makes such qualification necessary. Tirthankar, Tirthankar Subsidiary, and TCann Mgmt have all Authorizations required to own, lease and operate their properties and to carry on its business as now conducted.

(12) **Capitalization.**

- (a) The authorized capital of Tirthankar consists of an unlimited number of Class A Common Shares, Class B Common Shares, Class C Common Shares, Class D Common Shares, Class E Common Shares, Class F Common Shares, Class G Preferred Shares, Class H Preferred Shares, Class I Preferred Shares, Class J Preferred Shares, Class K Preferred Shares, and Class L

- Preferred Shares, of which 100 Class A Common Shares are issued and outstanding and held by Tanvi Bhandari.
- (b) The authorized capital of the TCann Mgmt consists of an unlimited number of Class A Common Shares and Class B Common Shares, of which 100 Class A Common Shares are issued and outstanding and held by Tanvi Bhandari.
- (c) The authorized capital of Tirthankar Subsidiary consists of unlimited number of Class A Common Shares, Class B Common Shares, Class C Common Shares, Class D Common Shares, Class E Common Shares, Class F Common Shares, Class G Common Shares, Class H Common Shares, Class A Preferred Shares, Class B Preferred Shares, Class C Preferred Shares, and Class D Preferred Shares, Class E Preferred Shares, Class F Preferred Shares, Class G Preferred Shares, and Class H Preferred Shares, of which 49 Class A Shares are held by DT Investments 2019 Inc., 46 Class B Common Shares are held by Tirthankar, 4 Class C Common Shares are held by Tirthankar, and 1 Class C Common Share is held by DT Investments 2019 Inc.
- (d) There are not now, and at the Time of Closing there will not be, any options, warrants, conversion privileges or other rights, shareholder rights plans, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) of any character whatsoever, (i) requiring or which may require the issuance, sale or transfer by Tirthankar, Tirthankar Subsidiary, or TCann Mgmt of any securities of Tirthankar, Tirthankar Subsidiary, or TCann Mgmt (including any Tirthankar Shares, TCann Mgmt Shares or shares of the Tirthankar Subsidiary, or any securities or obligations convertible into, or exchangeable or exercisable for, or otherwise evidencing a right or obligation to acquire, any securities of Tirthankar, Tirthankar Subsidiary, or TCann Mgmt (collectively referred to in this subsection as, the “**Subject Tirthankar Securities**”), or (ii) obliging Tirthankar, Tirthankar Subsidiary, or TCann Mgmt to, directly or indirectly, issue or sell any Subject Tirthankar Securities, or give any Person a right to subscribe for or acquire from Tirthankar, Tirthankar Subsidiary, or T Cann Mgmt, any Subject Tirthankar Securities.
- (e) All outstanding Tirthankar Shares, TCann Mgmt Shares, and the shares of the Tirthankar Subsidiary have been duly authorized and validly issued, are fully paid and non-assessable. There are no outstanding contractual or other obligations of Tirthankar, Tirthankar Subsidiary, or TCann Mgmt to repurchase, redeem or otherwise acquire any of its securities. There are no outstanding bonds, debentures or other evidences of indebtedness of Tirthankar, Tirthankar Subsidiary, or TCann Mgmt having the right to vote with their respective shareholders on any matter.
- (f) All securities of Tirthankar, Tirthankar Subsidiary, or TCann Mgmt have been issued in compliance with all applicable Securities Laws.
- (13) **Third Party Consents, Waivers, Approvals.** There are no waivers, consents, notices or approvals required to be given to, or obtained from, any Person by Tirthankar, Tirthankar Subsidiary, or TCann Mgmt under any Contract to which Tirthankar, Tirthankar Subsidiary, or TCann Mgmt are party to (i) in connection with the execution, delivery and performance by Tirthankar and TCann Mgmt of this Agreement, or the consummation of the Transaction and the other transactions contemplated by this Agreement, or (ii) in order to maintain the Vendor Material Contracts in full force and effect immediately upon the consummation of the Transaction.
- (14) **Residence under Tax Act.** Each of Tirthankar, Tirthankar Subsidiary, and TCann Mgmt is not a “non-resident” of Canada within the meaning of the Tax Act.
- (15) **Shareholders’ and Similar Agreements.** Except as disclosed in the Vendor Disclosure Letter, neither Tirthankar, T Cann Mgmt, Tirthankar Subsidiary, the Vendor nor the shareholders of any of Tirthankar, T Cann Mgmt, and the Tirthankar Subsidiary is party to any shareholder, pooling, voting, or other similar arrangement or agreement relating to the ownership or voting of any of the securities

of Tirthankar, Tirthankar Subsidiary, or TCann Mgmt or pursuant to which any Person may have any right or claim in connection with any existing or past equity interest in Tirthankar, Tirthankar Subsidiary, or T Cann Mgmt, and neither Tirthankar, Tirthankar Subsidiary, nor TCann Mgmt has adopted a shareholder rights plan or any other similar plan or agreement.

(16) **Subsidiaries.** Other than the Tirthankar Subsidiary, Tirthankar and TCann Mgmt do not have any other subsidiaries.

(17) **Reporting Issuer.** Neither Tirthankar, Tirthankar Subsidiary, nor TCann Mgmt is a “reporting issuer” or equivalent in any jurisdiction nor are any securities of Tirthankar, Tirthankar Subsidiary, or TCann Mgmt listed or quoted on any stock exchange or electronic quotation system.

(18) **Financial Statements.**

(a) The Draft Vendor Financial Statements are true and correct in all material respects, and present fairly and accurately the financial position of Tirthankar and TCann Mgmt as at the date thereof and the results of the operations of Tirthankar and TCann Mgmt for the period then ended. The Draft Vendor Financial Statements have been prepared in accordance with IFRS, applied on a consistent basis. Since October 12, 2021, there has been no material alteration in the manner of keeping the books, accounts or records of Tirthankar or TCann Mgmt or in their accounting policies or practices. The Draft Vendor Financial Statements of the respective dates thereof will not vary from the Vendor Financial Statements by more than plus or minus 3.0% on an item by item basis.

(b) No information has come to the attention of Tirthankar or TCann Mgmt since the date of the Draft Vendor Financial Statements that would, or would reasonably be expected to, require any restatement or revisions of the Draft Vendor Financial Statements.

(c) Except for the Shareholder Loan and as disclosed in the Draft Vendor Financial Statements, (i) there are no related-party transactions or off-balance sheet structures or transactions with respect to Tirthankar and T Cann Mgmt, and (ii) Tirthankar and TCann Mgmt are not party to, or bound by, any agreement of guarantee, indemnification, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other Person.

(19) **No Undisclosed Liabilities.** There are no liabilities or obligations of Tirthankar, Tirthankar Subsidiary, or TCann Mgmt of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise, other than (i) liabilities or obligations disclosed in the Draft Vendor Financial Statements, (ii) liabilities or obligations incurred in the Ordinary Course since the date of the Draft Vendor Financial Statements, and (iii) reasonable accounting and legal fees of Tirthankar, T Cann Mgmt, and the Vendor incurred in connection with the Transaction and/or incurred in connection with this Agreement.

(20) **Non-Arms’ Length Transactions.** Except as disclosed in the Draft Vendor Financial Statements, Tirthankar, Tirthankar Subsidiary, and TCann Mgmt have not, since incorporation, (i) made or agreed to make any payment or loan to, or borrowed any moneys from or is otherwise indebted to, any current or former officer, director, employee or shareholder of Tirthankar, Tirthankar Subsidiary, or TCann Mgmt, or any affiliate of Tirthankar, Tirthankar Subsidiary, or T Cann Mgmt, or any other Person not dealing at arm’s length with Tirthankar, Tirthankar Subsidiary, or T Cann Mgmt, or any affiliate of any of the foregoing Persons (collectively referred to in this subsection as, the “**Tirthankar Non-Arm’s Length Parties**”), except for payment made in the Ordinary Course, and (ii) has not incurred, assumed or guaranteed any debt for borrowed money, or created or assumed any Lien or on behalf or for the benefit of, any Tirthankar Non-Arm’s Length Party.

(21) **Absence of Certain Changes of Events.** Since September 30, 2021, except as disclosed in the Purchaser Disclosure Letter:

- (a) Tirthankar, Tirthankar Subsidiary, and TCann Mgmt have conducted their business only in the Ordinary Course.
 - (b) Neither Tirthankar, Tirthankar Subsidiary, nor TCann Mgmt have (i) issued, sold, or agreed to issue, sell, pledge, hypothecate, lease, dispose of or encumber any securities of Tirthankar, Tirthankar Subsidiary, or T Cann Mgmt; (ii) split, combined or reclassified any of its securities, or declared or made any distribution in respect thereof.
 - (c) Neither Tirthankar, Tirthankar Subsidiary, nor TCann Mgmt have amended or proposed to amend its Constating Documents.
 - (d) Neither Tirthankar, Tirthankar Subsidiary, nor TCann Mgmt have incurred any liability or obligation of any nature (whether absolute, accrued, contingent or otherwise) which has had, or is reasonably likely to have, a Material Adverse Effect on Tirthankar, Tirthankar Subsidiary, or T Cann Mgmt.
 - (e) Tirthankar and TCann Mgmt have neither approved nor entered into any agreement in respect of the purchase of any assets or properties or any interest therein, or the sale, transfer or other disposition of any portion of its assets or properties or any interest therein currently owned by Tirthankar or TCann Mgmt and/or their affiliates, whether by asset sale, transfer of shares or otherwise, or a change of control (by sale or transfer of shares or sale of all or substantially all such property and assets).
 - (f) Neither Tirthankar, Tirthankar Subsidiary, nor TCann Mgmt have incurred or suffered a Material Adverse Effect.
 - (g) Neither Tirthankar, Tirthankar Subsidiary, nor TCann Mgmt have redeemed, repurchased or otherwise acquired any securities of Tirthankar, Tirthankar Subsidiary, or TCann Mgmt, or declared, set aside, or paid or made any dividend or other distribution (whether in cash or otherwise) with respect to any securities of Tirthankar, Tirthankar Subsidiary, or TCann Mgmt.
 - (h) Neither Tirthankar, Tirthankar Subsidiary, nor TCann Mgmt have entered into, or amended, any Purchaser Material Contract.
 - (i) Neither Tirthankar, Tirthankar Subsidiary, nor T Cann Mgmt, have other than in the Ordinary Course, entered into any Contract under which they have outstanding indebtedness for borrowed money or for the deferred purchase price of property, or made any loan or advance to any Person.
 - (j) Neither Tirthankar, Tirthankar Subsidiary, nor T Cann Mgmt, have not satisfied or settled any material claims or material liabilities that have not been reflected in the Vendor Financial Statements, other than the settlement of claims or liabilities incurred in the Ordinary Course.
 - (k) Neither Tirthankar, Tirthankar Subsidiary, nor T Cann Mgmt, have not entered into any agreement or understanding to do any of the foregoing.
- (22) **Compliance with Laws.** Neither Tirthankar, Tirthankar Subsidiary, or TCann Mgmt are in default under, or in violation of, and has not violated (and failed to cure such violation under) any Applicable Law, including, without limitation, Applicable Laws relating to the issuance or sale of securities, privacy and intellectual property, or any Authorizations, franchises, or concessions granted by, or any judgment, decree, writ, injunction or order of, any Governmental Authority, applicable to its business or any of its properties or assets. Neither Tirthankar, Tirthankar Subsidiary, nor T Cann Mgmt, have received any notice or other written communication alleging any material violations and/ or failure to comply with any Applicable Laws.
- (23) **Authorizations.** Tirthankar, Tirthankar Subsidiary, and TCann Mgmt have all Authorizations of, and has made all filings, applications and registrations with, applicable Governmental Authorities

that are required in order to permit it to carry on its business as presently conducted and own, operate or use the assets and property of Tirthankar, Tirthankar Subsidiary, or T Cann Mgmt.

(24) **Investigations.** Neither Tirthankar, Tirthankar Subsidiary, nor T Cann Mgmt, have been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified Tirthankar, Tirthankar Subsidiary, or TCann Mgmt of such Governmental Authority's intention to commence or to conduct any investigation.

(25) **Insolvency, Bankruptcy, Etc.** No bankruptcy, insolvency or receivership proceedings have been instituted by the Vendor, Tirthankar, Tirthankar Subsidiary, or TCann Mgmt, or to the knowledge of Vendor are pending or threatened against the the Vendor, Tirthankar, Tirthankar Subsidiary, and T Cann Mgmt

(26) **Material Contracts.** The Vendor Material Contracts, together with this Agreement, and after the execution and delivery hereof, all ancillary agreements contemplated herein, constitute all the Vendor Material Contracts of Tirthankar, Tirthankar Subsidiary, and TCann Mgmt. True and complete copies of the Vendor Material Contracts have been disclosed in the Vendor Disclosure Letter. Each of the Vendor Material Contracts is in full force and effect, unamended, and there exists no default, warranty claim or other obligation or liability or event, occurrence, condition or act (including the purchase and sale of the Purchased Shares hereunder and the other transactions contemplated hereunder, which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default, or give rise to a warranty claim or other obligation or liability thereunder. Vendor, Tirthankar, Tirthankar Subsidiary, and TCann Mgmt have not violated or breached, in any material respect, any of the terms or conditions of any Vendor Material Contract and all the covenants to be performed by any other party thereto have been fully and properly performed. Vendor, Tirthankar, Tirthankar Subsidiary, and TCann Mgmt have not received any notice (whether written or oral), that any party to a Vendor Material Contract intends to cancel, terminate or otherwise modify or not renew its relationship with Vendor, Tirthankar, Tirthankar Subsidiary, or T Cann Mgmt, and, to the knowledge of Vendor no such action has been threatened.

(27) **Intellectual Property.**

- (a) The Vendor Disclosure Letter sets out a true, correct and complete list, and, where appropriate, a description of (i) all of the registered and material unregistered Intellectual Property owned or used by Tirthankar, Tirthankar Subsidiary, or TCann Mgmt (collectively referred to in this subsection as, the "**Tirthankar IP**") and (ii) all licenses or similar agreements or arrangements to which Tirthankar, Tirthankar Subsidiary, and TCann Mgmt is a party, either as licensee or licensor, with respect to registered and material unregistered Intellectual Property necessary for the carrying on of the business of Tirthankar, Tirthankar Subsidiary, or TCann Mgmt as presently conducted.
- (b) Tirthankar, Tirthankar Subsidiary, and TCann Mgmt are the exclusive owners of all right, title and interest in and to, or possesses the right to use the Tirthankar IP, free and clear of all Liens. Other than as disclosed in the Vendor Disclosure Letter, neither Tirthankar, Tirthankar Subsidiary, nor TCann Mgmt have assigned, licensed or otherwise conveyed any of the Tirthankar IP.
- (c) Tirthankar, Tirthankar Subsidiary, and TCann Mgmt have maintained or caused to be maintained the rights to any of the registered Tirthankar IP in full force and effect and, all registered Tirthankar IP is valid, subsisting, in full force and effect (except with respect to applications), and has not expired or been cancelled or abandoned. All necessary registration, maintenance and renewal fees in connection with the registered Tirthankar IP have been paid, and all necessary documents and certificates in connection with the registered Tirthankar IP have been filed with the relevant patent, copyright, trademark or other equivalent authorities in the applicable jurisdictions, as the case may be, for the purposes of perfecting, prosecuting and maintaining such Tirthankar IP. Without limiting the generality of the foregoing, Tirthankar,

Tirthankar Subsidiary, or TCann Mgmt have renewed or have made application for renewal of any registered Tirthankar IP (including applications therefor) subject to expiration on or prior to the date that is three (3) months following the Closing Date.

- (d) The Tirthankar IP has not been used, not used, enforced or not enforced in a manner that would reasonably be expected to result in the abandonment, cancellation or unenforceability of any of the Tirthankar IP. Neither Tirthankar, Tirthankar Subsidiary, nor TCann Mgmt have received notice from any Person of any claim or any intention to commence any legal proceeding with respect to infringement, adverse ownership, invalidity, lack of distinctiveness, misappropriation or misuse regarding any of the Tirthankar IP or challenging any of the Tirthankar IP or the right of Tirthankar, Tirthankar Subsidiary, or TCann Mgmt to use the Tirthankar IP. Neither Tirthankar, Tirthankar Subsidiary, nor TCann Mgmt have infringed and are currently infringing on the Intellectual Property of any other Person in a manner that would reasonably be expected to result in a Material Adverse Effect on Tirthankar, Tirthankar Subsidiary, or T Cann Mgmt.
- (e) Neither Tirthankar, Tirthankar Subsidiary, nor TCann Mgmt have commenced and do not intend to commence any claim or legal proceeding challenging the Intellectual Property rights of any other Person.
- (f) Tirthankar, Tirthankar Subsidiary, and TCann Mgmt have the full right and authority to use, and the Purchaser will be entitled to continue to use after the Closing Date, the Tirthankar IP in the manner presently conducted, and such use or continuing use does not to the knowledge of Vendor infringe upon or violate any rights of any other Person. The Tirthankar IP is sufficient to conduct the business of Tirthankar, Tirthankar Subsidiary, or T Cann Mgmt, as presently conducted, subject to the fact that the business of Tirthankar, Tirthankar Subsidiary, and TCann Mgmt includes the development of Intellectual Property not currently existing and that the current absence of such Intellectual Property and/or the failure to develop in future any such Intellectual Property will not constitute a breach or violation of this Agreement. All licenses to which Tirthankar, Tirthankar Subsidiary, and TCann Mgmt are party relating to Tirthankar IP are in good standing, binding and enforceable in accordance with their respective terms and no default exists on the part of Tirthankar, Tirthankar Subsidiary, and TCann Mgmt thereunder.
- (g) To the knowledge of Vendor, no Person is infringing, or is threatening to infringe, upon or otherwise violate any of the Tirthankar IP.
- (h) To the knowledge of Vendor, subject to and in compliance with Applicable Laws, no current or former officer, employee or independent contractor of Tirthankar, Tirthankar Subsidiary, and TCann Mgmt owns or has claimed an ownership interest in any of the Tirthankar IP, nor has any right to a royalty or other consideration as a result of its marketing, licensing or assignment.
- (i) Vendor, Tirthankar, Tirthankar Subsidiary, and TCann Mgmt have used commercially reasonable efforts (including measures to protect secrecy and confidentiality, where appropriate) to protect the Tirthankar IP and confidential information relating thereto. To the knowledge of Vendor, there have not been any material unauthorized disclosure of Intellectual Property such as to prevent Tirthankar or the Tirthankar Subsidiaries, or following the Closing Date, the Purchaser, from obtaining or enforcing any right that it could otherwise have obtained or enforced with respect to such Intellectual Property.
- (j) Neither Tirthankar, Tirthankar Subsidiary, nor TCann Mgmt have received notice that there are any Intellectual Property rights of any other Person that form part of the Tirthankar IP or that would constitute joint ownership by or with any other Person or that would constitute rights to market, distribute, license or convey the Tirthankar IP, and no funding or facilities of any Governmental Authority nor any personnel of any such Person in their capacity as personnel of such Person, were used, directly or indirectly, to develop or create, in whole or in part, any of the Tirthankar IP.

(28) **Information Technology Systems.** The Information Technology owned, licensed, used or held for use in connection with the business of Tirthankar, Tirthankar Subsidiary, and TCann Mgmt is sufficient for the conduct of the business of Tirthankar, Tirthankar Subsidiary, and TCann Mgmt in the Ordinary Course after the Closing. Tirthankar, Tirthankar Subsidiary, and TCann Mgmt have used reasonable means, consistent with the industry practices of similarly situated companies, to protect the security and integrity of all such Information Technology.

(29) **Litigation.** There is no claim, action, inquiry, proceeding or investigation in effect or ongoing, pending or, to the knowledge of Vendor, threatened against or relating to Tirthankar, Tirthankar Subsidiary, and T Cann Mgmt, the business of Tirthankar, Tirthankar Subsidiary, and T Cann Mgmt, or affecting any of its properties or assets, and to the knowledge of Vendor, there is no event or circumstance which could reasonably be expected to give rise to any such claim, action, inquiry, proceeding or investigation. There is no judgment, writ, decree, injunction, rule, award or order of any Governmental Authority outstanding against Tirthankar or the Tirthankar Subsidiaries in respect of its businesses, properties or assets.

(30) **Environmental Matters.**

- (a) Tirthankar, Tirthankar Subsidiary, and TCann Mgmt are in compliance with all applicable Environmental Laws, and have not used, except in material compliance with all Environmental Laws, any property or facility which it owns or leases, or previously owned or leased, to conduct any environmental activity.
- (b) Neither Tirthankar, Tirthankar Subsidiary, nor T Cann Mgmt, nor any of its predecessor companies, has received any notice of any material claim, judicial or administrative proceeding, order or direction, pending, instituted, threatened, concluded or issued against, Tirthankar, Tirthankar Subsidiary, and TCann Mgmt or any of their properties, assets or operations relating to, or alleging any violation of, any Environmental Laws, and Tirthankar, Tirthankar Subsidiary, and TCann Mgmt are not aware of any facts which would reasonably be expected to give rise to any such claim, judicial or administrative proceeding, order or direction, or any liabilities relating thereto (whether contingent or otherwise).
- (c) Neither Tirthankar, Tirthankar Subsidiary, nor TCann Mgmt nor any of their properties, assets or operations is the subject of any investigation, evaluation, audit or review by any Governmental Authority to determine whether any violation of any Environmental Laws has occurred or is occurring or whether any remedial action is needed in connection with a release of any contaminant into the environment.
- (d) Neither Tirthankar, Tirthankar Subsidiary, nor TCann Mgmt are required to hold or obtain any Authorization under any Environmental Laws in connection with the operation of its business as currently conducted and the ownership and use of its assets, and neither Tirthankar, Tirthankar Subsidiary, nor TCann Mgmt have received any notification that (i) any such Authorization under any Environmental Laws is required in connection with the operation of its business as currently conducted and the ownership and use of its assets, or (ii) any work, repairs, constructions or capital expenditures are required to be made by Tirthankar, Tirthankar Subsidiary, and TCann Mgmt as a condition of continued compliance with any Environmental Laws.

(31) **Employment Matters.**

- (a) Other than as disclosed to the Purchaser in the Vendor Disclosure Letter, Tirthankar, Tirthankar Subsidiary, and TCann Mgmt do not have any employees. Other than as disclosed to the Purchaser in the Vendor Disclosure Letter, neither Tirthankar, Tirthankar Subsidiary, nor TCann Mgmt are a party to any employment, management or consulting agreement of any kind whatsoever, or any collective bargaining agreement, and further, has not entered into any written or oral agreement or understanding providing for bonuses, severance or termination

payments to any director, officer or employee in connection with the termination of their position or their employment as a direct result of a change in control of Tirthankar, Tirthankar Subsidiary, and TCann Mgmt(including as a result of the Transaction).

- (b) Tirthankar, Tirthankar Subsidiary, and TCann Mgmt are each in compliance with all material terms and conditions of employment and all Applicable Laws respecting employment, including, but not limited to, pay equity, wages, hours of work, overtime, occupational health and safety, workers compensation and human rights. Neither Tirthankar, Tirthankar Subsidiary, nor TCann Mgmt are is subject to (i) any outstanding grievance, complaint, investigation, orders under Applicable Laws respecting employment, or (ii) any proceeding, claim, or litigation relating to wrongful dismissal, constructive dismissal, unfair labour practice, or tort, in each case relating to employment, or any termination of the employment of employees or the termination of the engagement of independent contractors, and to the knowledge of Vendor, no such proceeding, claim, or litigation is threatened, and there is no basis for any such proceeding, claim, or litigation.
 - (c) Neither Tirthankar, Tirthankar Subsidiary, nor TCann Mgmt have implemented, and are a party to, any employee or benefit plans (including, without limitation, any plans or agreements providing for benefits to employees (such as, dental or medical plans, or plans providing for retention bonuses, severance, or termination payments). Without limiting the generality of the foregoing, neither Tirthankar, Tirthankar Subsidiary, nor TCann Mgmt currently sponsor, maintain, contribute to or has any liability under, or have ever sponsored, maintained, contributed to or incurred any liability under a “registered pension plan” or a “retirement compensation arrangement”, each as defined under the Tax Act, a “pension plan” as defined under applicable pension benefits standards legislation, or any other plan organized and administered to provide pensions for employees or former employees of any member of Tirthankar, Tirthankar Subsidiary, and T Cann Mgmt.
 - (d) Tirthankar, Tirthankar Subsidiary, and TCann Mgmt has operated in all material respects in accordance with all Applicable Laws with respect to employment and labour, including employment and labour standards, occupational health and safety, employment equity, pay equity, workers’ compensation, human rights, labour relations and privacy, and there are no current, pending, or, to the knowledge of Vendor, threatened actions or proceedings before any Governmental Authority with respect to any such matters.
 - (e) Neither the execution of this Agreement nor the consummation of the Transaction and the other transactions contemplated in this Agreement will (i) result in any payment (including severance, unemployment compensation, “golden parachute”, bonus or otherwise) becoming due to any Person or other entity including, but not limited to, any director, officer, employee or consultant of Tirthankar, Tirthankar Subsidiary, and T Cann Mgmt, or (ii) increase the rate of wages, salaries, commissions, bonuses, incentive compensation or other remuneration, severance entitlements, or benefits otherwise payable to any current or former employee of Tirthankar, Tirthankar Subsidiary, and T Cann Mgmt.
- (32) **No Limitations or Restrictions.**
- (a) Neither Tirthankar, Tirthankar Subsidiary, nor TCann Mgmt is a party or is otherwise bound by, and there is not in place, any non-competition, exclusivity or other similar agreement, commitment or understanding, whether written or oral, that would now or hereafter, in any material respect, restrict or limit the business and operations of Tirthankar, Tirthankar Subsidiary, and TCann Mgmt or the use of the properties and assets of Tirthankar, Tirthankar Subsidiary, and T Cann Mgmt, as now conducted or presently proposed to be conducted by the Purchaser following the consummation of the Transaction.
 - (b) There is no judgement, injunction, order or decree binding upon Tirthankar, Tirthankar Subsidiary, or TCann Mgmt that have or could reasonably be expected to have the effect of

prohibiting, restricting or materially impairing any business practice of Tirthankar, Tirthankar Subsidiary, and T Cann Mgmt, any acquisition of property by Tirthankar, Tirthankar Subsidiary, and T Cann Mgmt, or the conduct of business by Tirthankar, Tirthankar Subsidiary, and TCann Mgmt as now conducted or or presently proposed to be conducted by the Purchaser following the consummation of the Transaction.

- (c) Aside from the Shareholder Loan, the Vendor has not made any loans to or guaranteed the obligations of any Person and the Vendor is not indebted to any of the directors, officers, employees or consultants of Tirthankar, Tirthankar Subsidiary, nor TCann Mgmt, any of their shareholders or to any Person not dealing at arm's length with any of the foregoing.
- (33) **Assets, Properties and Title.**
- (a) Neither Tirthankar, Tirthankar Subsidiary, nor TCann Mgmt own any real or immovable property.
 - (b) Tirthankar, Tirthankar Subsidiary, and TCann Mgmt have valid, good, and marketable title to, and legal and beneficial ownership of, all its properties and assets free and clear of all Liens (other than any property or an asset as to which each of Tirthankar, Tirthankar Subsidiary, and TCann Mgmt is a lessee, in which case it has a valid leasehold interest therein), except for such defects in title that individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on Tirthankar, Tirthankar Subsidiary, and T Cann Mgmt.
 - (c) The Vendor Disclosure Letter contains complete and accurate copies of all leases and subleases for real and immovable property leased or subleased by Tirthankar, Tirthankar Subsidiary, and TCann Mgmt (the "**Leased Properties**"), and the Vendor Disclosure lists all of the Leased Properties. Each lease or sublease in respect of the Leased Properties is in good standing, legal, valid, binding and in full force and effect and is a legal, valid, binding obligation of, and is enforceable against, each other party thereto in accordance with its terms, subject only to any limitation under bankruptcy, insolvency or other law affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction. There is no event of breach or default, or any event which, with the giving of notice, the lapse of time or both, would become an event of default, under any lease or sublease in respect of the Leased Properties and, neither Tirthankar, Tirthankar Subsidiary, nor TCann Mgmt have received or delivered any notice of any material breach of, or default under, any such lease or sublease.
 - (d) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Tirthankar, Tirthankar Subsidiary, and T Cann Mgmt, the properties and assets of Tirthankar, Tirthankar Subsidiary, and TCann Mgmt (including the Leased Properties) are structurally sound, in good operating condition and repair having regard to their use and age and are adequate and suitable for the uses to which they are being put, and none of the said properties and assets are in need of maintenance or repairs except for ordinary routine maintenance and repairs that are not material in nature or cost.
- (34) **Title to Shareholder Loans.** The Vendor is, and at Closing will be, the legal and beneficial owner of the Shareholder Loan, and have, and at Closing will have, good title to them, free and clear of any Lien. At Closing, the Vendor will have the absolute and exclusive right to sell the Shareholder Loan to the Purchaser as contemplated by this Agreement.
- (35) **Insurance.** Tirthankar, Tirthankar Subsidiary, and TCann Mgmt maintain such policies of insurance as are appropriate to the business of Tirthankar, Tirthankar Subsidiary, and TCann Mgmt and the assets and properties of Tirthankar, Tirthankar Subsidiary, and TCann Mgmt in such amounts and against such risks as are customarily carried and insured against by owners of comparable businesses, properties and assets. The Vendor Disclosure Letter sets forth a complete list of the insurance policies which are maintained by or on behalf of Tirthankar, Tirthankar Subsidiary, and T Cann Mgmt, and sets

out, in respect of each policy, a description of the type of policy, the name of insurer, the coverage, the expiration date, the annual premium and any pending or threatened claims in connection with such policy. To the knowledge of Vendor, neither Tirthankar, Tirthankar Subsidiary, nor TCann Mgmt is in default in any material respect with respect to any of the provisions contained in such insurance policies. True, correct and complete copies of all insurance policies held by or on behalf of Tirthankar, Tirthankar Subsidiary, and TCann Mgmt and the most recent inspection reports received from insurance underwriters have been delivered to the Purchaser or included in the Vendor Disclosure Letter.

(36) **Taxes.**

- (a) Tirthankar, Tirthankar Subsidiary, and TCann Mgmt have duly and in a timely manner made or prepared all Tax Returns required to be made or prepared by them respectively, and have duly and in a timely manner filed (within the prescribed times) all Tax Returns required to be filed by it with the appropriate Governmental Authority. All such Tax Returns were complete and correct in all material respects.
- (b) Tirthankar, Tirthankar Subsidiary, and TCann Mgmt have (i) duly and in a timely manner paid all Taxes, including installments on account of Taxes for the current year required by Applicable Laws, which are due and payable by them respectively, whether or not assessed by the appropriate Governmental Authority, (ii) duly and timely withheld all Taxes and other amounts required by Applicable Laws to be withheld by it (including Taxes and other amounts required to be withheld by them in respect of any amount paid or credited or deemed to be paid or credited by them to or for the benefit of any Person) and have duly and timely remitted to the appropriate Governmental Authority such Taxes or other amounts required by Law to be remitted by them, and (iii) duly and timely collected all amounts on account of any sales, use or transfer Taxes, including goods and services, harmonized sales, provincial and territorial taxes and state and local taxes, required by Applicable Laws to be collected by them and have duly and timely remitted to the appropriate Governmental Authority such amounts required by Law to be remitted by them.
- (c) No material liability in respect of Taxes has been assessed, proposed to be assessed, incurred or accrued.
- (d) Except as disclosed in the Vendor Disclosure Letter, Tirthankar, Tirthankar Subsidiary, and TCann Mgmt have not made, prepared and/or filed any elections, designations or similar filings relating to Taxes or entered into any agreement or other arrangement in respect of Taxes or Tax Returns in respect of any period. Each of Tirthankar, Tirthankar Subsidiary, and TCann Mgmt is not a party to any agreement, waiver or arrangement with any Governmental Authority which relates to any extension of time with respect to the filing of any Tax Return, any payment of Taxes or any action or assessment relating to Taxes.
- (e) There are no proceedings, investigations, audits, assessments, reassessments, or claims now pending or threatened against Tirthankar, Tirthankar Subsidiary, and TCann Mgmt in respect of any Taxes and there are no matters under discussion, audit or appeal with any Governmental Authority relating to Taxes.
- (f) There are no Liens for Taxes upon any properties or assets of Tirthankar, Tirthankar Subsidiary, and T Cann Mgmt.
- (g) Vendor, Tirthankar, Tirthankar Subsidiary, and TCann Mgmt have made available to the Purchaser true and complete copies of all Tax Returns, examination reports and statements of deficiencies for taxable periods, or transactions consummated, for which the applicable statutory periods of limitations have not expired.

(37) **Vendor Data Room Information.** All Vendor Data Room Information is true and correct in all respects and does not contain any omissions as at its respective date as stated therein, or, if any Vendor Data Room Information is undated, as of the date of its delivery to the Vendor Data Room for purposes of the transactions contemplated by this Agreement. None of the Vendor Data Room Information has been amended except as disclosed in the Vendor Disclosure Letter. Additionally, all information disclosed or provided to the Purchaser in relation to the Purchaser's due diligence requests, including information not disclosed or provided in the Vendor Data Room, is true and correct in all respects and does not contain any omissions as at its respective date as stated therein, and has not been amended except as disclosed in the Vendor Disclosure Letter. Vendor acknowledges that the Purchaser is relying on all information disclosed or provided to it by Vendor, Tirthankar, Tirthankar Subsidiary, and TCann Mgmt in entering into this Agreement, and to the extent that there has been a material change to any of the Vendor Data Room Information or any other information disclosed or provided to the Purchaser since the date disclosed or provided to the Purchaser, such Vendor Data Room Information or other information, as applicable, is true and correct in all material respects or is no longer relevant or material to Tirthankar, TCann Mgmt, Tirthankar Subsidiary, or additional information has been disclosed and provided in the Vendor Data Room or disclosed to the Purchaser which supersedes or replaces such Vendor Data Room Information or other information, as applicable.

(38) **Brokers and Finders.** Vendor, Tirthankar, Tirthankar Subsidiary, and TCann Mgmt have not engaged or authorized any Person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, and no Person is, or will be entitled to, any brokerage or finder's fee in connection with the transactions contemplated by this Agreement.

(39) **Corporate Records.** The Corporate Records of Tirthankar, Tirthankar Subsidiary, and TCann Mgmt are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all Applicable Laws and with the Constatng Documents of Tirthankar. The minute books of Tirthankar, Tirthankar Subsidiary, and TCann Mgmt contain (i) complete and accurate minutes of all meetings of the directors (and any committee thereof) and the shareholders of Tirthankar, Tirthankar Subsidiary, and T Cann Mgmt, and (ii) all written resolutions passed by the directors (and any committee thereof) and the shareholders of Tirthankar, Tirthankar Subsidiary, and T Cann Mgmt. The share certificate books, if any, the central securities the register and register of transfers, and the branch registers of Tirthankar are complete and accurate, and all transfers of shares of Tirthankar, Tirthankar Subsidiary, and TCann Mgmt reflected therein have been duly completed and approved. The registers of directors and officers are complete and accurate and all former and present directors and officers of Tirthankar, Tirthankar Subsidiary, and TCann Mgmt were duly elected or appointed, as the case may be.

(40) **Books and Records.** All Books and Records of Tirthankar, Tirthankar Subsidiary, and TCann Mgmt have been fully, properly and accurately kept and, where required, completed in accordance with generally accepted accounting principles in Canada, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein. The financial books and records and accounts of Tirthankar, Tirthankar Subsidiary, and TCann Mgmt(i) have been maintained in accordance with good business practices and in accordance with IFRS and with the accounting principles generally accepted in Canada, on a basis consistent with prior years except as noted in the Vendor Financial Statements, (ii) are stated in reasonable detail and accurately and fairly reflect the transactions and dispositions of assets of Tirthankar, Tirthankar Subsidiary, and T Cann Mgmt, and (ii) accurately and fairly reflect the basis for Vendor Financial Statements.

(41) **Full Disclosure.** To the knowledge of Vendor, no representation or warranty of Vendor, contained in this Agreement or any document or certificate delivered pursuant to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein, as the case may be, not misleading.

6.03 Survival of Representations and Warranties

The representations and warranties made by the parties and contained in this Agreement or any document or certificate given pursuant hereto shall survive the Closing of the Transaction until the date that is 24 months from the date of Closing. No claim for breach of any representation, warranty or covenant shall be valid unless that party against whom such claim is made has been given notice thereof before the expiry of such 24-month period.

ARTICLE VII COVENANTS

7.01 Mutual Covenants

Each of the parties hereby covenants and agrees with each of the other parties as follows:

- (1) It will use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations hereunder which are reasonably under its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under Applicable Laws to complete the Transaction in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, in the event that any Person, including without limitation, any securities regulatory authority, seeks to prevent, delay or hinder implementation of all or any portion of the Transaction or seeks to invalidate all or any portion of this Agreement, the Purchaser, Tirthankar, TCann Mgmt, Tirthankar Subsidiary, Vendor shall use commercially reasonable efforts to resist such proceedings and to lift or rescind any injunction or restraining order or other order or action seeking to stop or otherwise adversely affecting the ability of the parties to complete the Transaction.
- (2) It will use commercially reasonable efforts to obtain, before the Time of Closing, all Authorizations, and all authorizations, waivers, exemptions, consents, orders and other approvals from shareholders and third parties, as are necessary, for the consummation of the transactions contemplated herein.
- (3) It will use commercially reasonable efforts to defend, or cause to be defended, any lawsuits or other legal proceedings brought against it challenging this Agreement or the completion of the Transaction. It will not settle or compromise any claim brought against it in connection with the transactions contemplated by this Agreement prior to the Closing Date without the prior written consent of each of the other parties, such consent not to be unreasonably withheld, delayed, or conditioned.
- (4) It will promptly notify each of the other parties if any representation or warranty made by it in this Agreement ceases to be true and correct in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier) and of any failure to comply in any material respect with any of its obligations under this Agreement.
- (5) It will co-operate with each of the other parties in good faith in order to ensure the timely completion of the Transaction.
- (6) It will use commercially reasonable efforts to co-operate with each of the other parties in connection with the performance by each of the other parties of its obligations under this Agreement.

7.02 Covenants of the Purchaser

The Purchaser covenants and agrees with each of the Vendor, Tirthankar, and T Cann Mgmt, as follows, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article VIII:

- (1) It will, in a timely and expeditious manner file and/or deliver any document or documents as may be required in order for the Transaction as contemplated herein to be effective.

(2) Except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance the Purchaser will be required to disclose that information has been withheld on this basis), it will furnish promptly to the Vendor a copy of each notice, report, schedule or other document or communication delivered, filed or received by the Purchaser in connection with or related to the Transaction, any filings under Applicable Laws and any dealings with any Governmental Authority in connection with or in any way affecting the Transaction as contemplated herein.

(3) It will use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all Applicable Laws to complete the Transaction as contemplated herein, including using commercially reasonable efforts to:

- (i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases, licenses, agreements and other Contracts, as applicable;
- (ii) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Transaction and participate and appear in any proceedings of either the Purchaser, Tirthankar or the Vendor before any Governmental Authority to the extent permitted by such authorities; and
- (iii) fulfill all conditions and satisfy all provisions of this Agreement and the Transaction.

(4) Subject to Applicable Laws or as authorized by this Agreement, it will not take any action, refrain from taking any action, or permit any action to be taken or not taken, inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction.

(5) It will conduct and operate its business and affairs only in the Ordinary Course and use commercially reasonable efforts to preserve its business organization, goodwill and material business relationships with other Persons.

(6) Except as may be necessary or desirable in order to effect the Transaction as contemplated hereunder, it will not alter or amend its Constatng Documents as the same exist at the date of this Agreement.

(7) It will take all necessary corporate action and proceedings to approve and authorize the issuance of the Payment Shares to the Vendor in accordance with the terms of this Agreement.

(8) It will prepare and file with all applicable securities commissions such notifications and fees necessary to permit, or that are required in connection with, the issuance of the Payment Shares to the Vendor on a basis exempt from the prospectus requirements of the applicable Securities Laws of the provinces and territories of Canada in which the Vendor and Tirthankar are resident.

7.03 Covenants of Vendor

Subject to Section 10.01, the Vendor covenant and agree with the Purchaser as follows, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article VIII:

(1) It will, in a timely and expeditious manner file and/or deliver any document or documents as may be required in order for the Transaction as contemplated herein to be effective.

(2) It will not, or it will cause Tirthankar, TCann Mgmt, and Tirthankar Subsidiary to not, solicit, initiate, knowingly encourage, cooperate with or facilitate (including by way of furnishing any non-public information or entering into any form of agreement, arrangement or understanding) the submission, initiation or continuation of any oral or written inquiries or proposals or expressions of interest regarding, constituting or that may reasonably be expected to lead to any activity, arrangement or transaction or propose any activities or solicitations in opposition to or in competition with the Transaction. Without limiting the generality of the foregoing, it will and it will cause Tirthankar, TCann Mgmt and Tirthankar Subsidiary to neither (i) induce or attempt to induce any other Person to initiate any shareholder proposal or “takeover bid,” exempt or otherwise, within the meaning of the *Securities Act* (Ontario), for securities or assets of Tirthankar, Tirthankar Subsidiary, or TCann Mgmt (ii) undertake any transaction or negotiate any transaction which would be, or potentially could be, in conflict with the Transaction, including, without limitation, allowing access to any third party to conduct due diligence, nor (iii) permit any of its officers or directors to authorize such access, except as required by statutory obligations. In the event Tirthankar, TCann Mgmt, or Tirthankar Subsidiary, including any of their officers or directors, receive any form of offer or inquiry, the Vendor shall forthwith (in any event within one (1) Business Day following receipt) notify the Purchaser, or cause Tirthankar, TCann Mgmt or Tirthankar Subsidiary to notify the Purchaser, of such offer or inquiry and provide the Purchaser with such details as it may request.

(3) It will make available and afford, or it will cause Tirthankar, Tirthankar Subsidiary, and TCann Mgmt to make available and afford, the Purchaser and its authorized representatives and, if requested by the Purchaser, provide a copy of all title documents, contracts, financial statements, minute books, share certificate books, if any, share registers, plans, reports, licences, orders, permits, books of account, accounting records, constating documents and all other documents, information and data relating to Tirthankar, Tirthankar Subsidiary, and T Cann Mgmt. Vendor will afford, or it will cause Tirthankar, TCann Mgmt, and Tirthankar Subsidiary to afford the Purchaser and its authorized representatives every reasonable opportunity to have free and unrestricted access to Tirthankar, Tirthankar Subsidiary, and T Cann Mgmt’s property, assets, undertakings, records and documents. At the request of the Purchaser, Vendor will execute or cause to be executed, or it will cause Tirthankar, TCann Mgmt, and Tirthankar Subsidiary, such consents, authorizations and directions as may be necessary to permit any inspection of Tirthankar, Tirthankar Subsidiary, and T Cann Mgmt’s business and any of its property or to enable the Purchaser or its authorized representatives to obtain full access to all files and records relating to any of the assets of Tirthankar, Tirthankar Subsidiary, and TCann Mgmt maintained by Governmental Authorities. The obligations in this Section 7.03(3) are subject to any access or disclosure contemplated herein not being otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained, provided that in such circumstance Vendor will be required to disclose that information has been withheld on this basis. The exercise of any rights of inspection by or on behalf of the Purchaser under this Section 7.03(3) will not mitigate or otherwise affect the representations and warranties of Vendor hereunder.

(4) Except for non-substantive communications, and provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver cannot be obtained (provided that in such circumstance Vendor will be required to disclose that information has been withheld on this basis), the Vendor will furnish promptly, or it will cause Tirthankar, TCann Mgmt, and Tirthankar Subsidiary to furnish promptly to the Purchaser (on behalf of itself and its shareholders) a copy of each notice, report, schedule or other document or communication delivered, filed or received by Vendor, Tirthankar, Tirthankar Subsidiary, and TCann Mgmt in connection with or related to the Transaction, any filings under Applicable Laws and any dealings with any Governmental Authority in connection with or in any way affecting the Transaction as contemplated herein.

(5) It will use, or it will cause Tirthankar, TCann Mgmt, and Tirthankar Subsidiary to use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all Applicable Laws to complete the Transaction as contemplated herein, including using commercially reasonable efforts to:

- (i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases, licenses, agreements and other Contracts, as applicable;
 - (ii) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be effected by it in connection with the Transaction and participate and appear in any proceedings of either Tirthankar, Tirthankar Subsidiary, and TCann Mgmt or the Vendor before any Governmental Authority to the extent permitted by such authorities; and
 - (iii) fulfill all conditions and satisfy all provisions of this Agreement and the Transaction.
- (6) Subject to Applicable Laws or as authorized by this Agreement, it will not take any action, refrain from taking any action, or permit any action to be taken or not taken, inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction.
- (7) It will conduct and operate, and it will cause Tirthankar, TCann Mgmt, and Tirthankar Subsidiary to conduct and operate its business and affairs only in the Ordinary Course and use commercially reasonable efforts to preserve its business organization, goodwill and material business relationships with other Persons. For greater certainty, it will not enter, and it will cause Tirthankar, TCann Mgmt, and Tirthankar Subsidiary to not enter, into any material transaction out of the Ordinary Course without the prior consent of the Purchaser, and Vendor will keep, and will cause Tirthankar, TCann Mgmt, and Tirthankar Subsidiary to keep the Purchaser fully informed as to the material decisions or actions required or required to be made with respect to the operation of its business, provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver could not be obtained.
- (8) Except as may be necessary or desirable in order to effect the Transaction as contemplated hereunder, it will not alter or amend, and it will cause Tirthankar, TCann Mgmt, and Tirthankar Subsidiary to not alter or amend, the Constatng Documents of Tirthankar, TCann Mgmt, and Tirthankar Subsidiary, as the same exist at the date of this Agreement.
- (9) It will not, and it will cause Tirthankar, TCann Mgmt, and Tirthankar Subsidiary to not, merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization or arrangement with, or transfer its undertaking or assets as an entirety or substantially as an entirety to, any other Person or perform any act which would render inaccurate in any material way any of its representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such act and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement. Without limiting the generality of the foregoing, it will not, and it will cause Tirthankar, TCann Mgmt, and Tirthankar Subsidiary to not:
- (i) make any distribution by way of dividend, distribution of property or assets, return of capital or otherwise to or for the benefit of its shareholders;
 - (ii) increase or decrease its paid-up capital or purchase or redeem any shares except upon the exercise of share purchase warrants or options or conversion of convertible securities of Tirthankar, Tirthankar Subsidiary, and TCann Mgmt outstanding (and disclosed to the Purchaser) as of the date hereof; or
 - (iii) issue or enter into any commitment to issue any of its shares or securities convertible into, or rights, warrants or options to acquire, any such shares, except upon the exercise of share purchase warrants or options or conversion of convertible securities of Tirthankar, Tirthankar Subsidiary, and TCann Mgmt outstanding (and disclosed to the Purchaser) as of the date hereof.

(10) It will take, and it will cause Tirthankar, Tirthankar Subsidiary, and TCann Mgmt to take all necessary corporate action and proceedings to approve and authorize the valid and effective transfer of the Purchased Shares to the Purchaser.

(11) It will not, and it will cause Tirthankar, Tirthankar Subsidiary, and TCann Mgmt to not, authorize, sell or issue, or negotiate or enter into an agreement to sell or issue, any debt, equity or other securities of Tirthankar, Tirthankar Subsidiary, and TCann Mgmt (including those that are convertible or exchangeable into securities of Tirthankar, Tirthankar Subsidiary, and T Cann Mgmt), other than as contemplated under this Agreement.

ARTICLE VIII TERMINATION

8.01 Termination

This Agreement may be terminated in writing at any time prior to the Closing:

- (1) by mutual written consent of the Purchaser and the Vendor;
- (2) by either Vendor or the Purchaser if the Closing shall not have been consummated on or prior to the Closing Date, without liability to the terminating party on account of such termination; provided that the right to terminate this Agreement pursuant to this Section 8.01(2) shall not be available to a party whose breach or violation of any representation, warranty, covenant, obligation or agreement under this Agreement has been the cause of or has resulted in the failure of the Closing to occur on or before such date;
- (3) by the Purchaser, if there has been a material breach by Tirthankar, T Cann Mgmt, or the Vendor of any representation, warranty, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby which breach would result in the failure to satisfy one or more of the conditions set forth in Sections 4.01 or 4.02 which Tirthankar, TCann Mgmt or the Vendor, as applicable, fails to cure within five (5) Business Days after written notice thereof is given by the Purchaser;
- (4) by Vendor, if there has been a material breach by the Purchaser of any representation, warranty, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby which breach would result in the failure to satisfy one or more of the conditions set forth in Sections 4.01 or 4.03 which the Purchaser fails to cure within five (5) Business Days after written notice thereof is given by Tirthankar or the Vendor;
- (5) by the Purchaser if either Tirthankar, TCann Mgmt, or Tirthankar Subsidiary complete an Alternative Transaction or enters into a definitive and binding agreement to effect an Alternative Transaction; and by any party, if any permanent injunction or other order of a court or other competent authority preventing the Closing shall have become final and non-appealable, provided however, that no party shall be entitled to terminate this Agreement if such party's material breach of this Agreement or any of the documents contemplated hereby has resulted in such permanent injunction or order.

8.02 Effect of Termination

Upon termination of this Agreement in accordance with the terms hereof, the parties shall have no further obligations under this Agreement, other than the obligations contained in Sections 12.02 and 12.07.

ARTICLE IX INDEMNIFICATION

9.01 Indemnification by the Purchaser

Subject to Section 6.03, the Purchaser shall indemnify and save the Vendor harmless for and from (i) any loss, damages or deficiencies suffered by the Vendor as a result of any breach of representation, warranty or covenant

on the part of the Purchaser contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement, and (ii) all claims, demands, costs and expenses, including reasonable legal fees, in respect of the foregoing.

9.02 Indemnification by the Vendor

Subject to Section 6.03, the Vendor shall indemnify and save the Purchaser harmless for and from (i) any loss, damages or deficiencies suffered by the Purchaser as a result of any breach by the Vendor of any representation, warranty or covenant on the part of the Vendor contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement, and (ii) all claims, demands, costs and expenses, including reasonable legal fees, in respect of the foregoing.

9.03 Notice of Claim

A party entitled to and seeking indemnification pursuant to the terms of this Agreement (such party, the “**Indemnified Party**”) shall promptly give written notice to the party or parties, as applicable, responsible for indemnifying the Indemnified Party (each such party or parties, as applicable, the “**Indemnifying Party**”) of any claim for indemnification pursuant to Sections 9.01 and 9.02 (a “**Claim**”, which term shall include more than one Claim). Such notice shall specify whether the Claim arises as a result of a claim by a Person against the Indemnified Party (a “**Third Party Claim**”) or whether the Claim does not so arise (a “**Direct Claim**”), and shall also specify with reasonable particularity (to the extent that the information is available) (i) the factual basis for the Claim, and (ii) the amount of the Claim, or, if any amount is not then determinable, an approximate and reasonable estimate of the likely amount of the Claim.

9.04 Procedure for Indemnification

(1) Direct Claims. With respect to Direct Claims, following receipt of notice from the Indemnified Party of a Claim, the Indemnifying Party shall have 30 days to make such investigation of the Claim as the Indemnifying Party considers necessary or desirable, acting reasonably. For the purpose of such investigation, the Indemnified Party shall make available to the Indemnifying Party the information relied upon by the Indemnified Party to substantiate the Claim. If the Indemnified Party and the Indemnifying Party agree at or prior to the expiration of such 30 day period (or any mutually agreed upon extension thereof) to the validity and amount of such Claim, the Indemnifying Party shall immediately pay to the Indemnified Party the full agreed upon amount of the Claim.

(2) Third Party Claims. With respect to any Third Party Claim, the Indemnifying Party shall have the right, at its own expense, to participate in or assume control of the negotiation, settlement or defence of such Third Party Claim and, in such event, the Indemnifying Party shall reimburse the Indemnified Party for all the Indemnified Party’s commercially reasonable out-of-pocket expenses incurred as a result of such participation or assumption. If the Indemnifying Party elects to assume such control, the Indemnified Party shall cooperate with the Indemnifying Party, shall have the right to participate in the negotiation, settlement or defence of such Third Party Claim at its own expense and shall have the right to disagree on reasonable grounds with the selection and retention of counsel, in which case counsel satisfactory to the Indemnifying Party and the Indemnified Party shall be retained by the Indemnifying Party. If the Indemnifying Party, having elected to assume such control, thereafter fails to defend any such Third Party Claim within a reasonable time, the Indemnified Party shall be entitled to assume such control and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such Third Party Claim.

9.05 General Indemnification Rules

The obligations of the Indemnifying Party to indemnify the Indemnified Party in respect of Claims shall also be subject to the following:

(1) without limiting the generality of Sections 9.01 and 9.02 any Claim for breach of any representation, warranty or covenant shall be subject to Section 6.03;

- (2) the Indemnifying Party's obligation to indemnify the Indemnified Party shall only apply to the extent that the Claims in respect of which the Indemnifying Party has given an indemnity, in the aggregate, exceed \$25,000;
- (3) notwithstanding anything to the contrary in this Agreement, the aggregate liability of an Indemnifying Party which is the Vendor to any and all Indemnified Parties under this Article IX shall be limited to the amount paid, or deemed to be paid, to such Indemnifying Party in respect of its Purchased Shares pursuant to Section 2.02, and for greater certainty, the Vendor shall not be liable, in the aggregate, to any and all Indemnified Parties for any amount in excess of the value of its *pro rata* share of the Payment Shares and the Cash Consideration;
- (4) notwithstanding anything to the contrary in this Agreement, the aggregate liability of Vendor or Purchaser to any and all Indemnified Parties under this Article IX shall be limited to the value of the Payment Shares and the Cash Consideration, issuable under this Agreement;
- (5) if any Third Party Claim is of a nature such that the Indemnified Party is required by Applicable Laws to make a payment to any Person (a "**Third Party**") with respect to such Third Party Claim before the completion of settlement negotiations or related legal proceedings, the Indemnified Party may make such payment and thereafter seek reimbursement from the Indemnifying Party for any such payment. If any Indemnifying Party pays, or reimburses an Indemnified Party in respect of any Third Party Claim before completion of settlement negotiations or related legal proceedings, and the amount of any liability of the Indemnified Party under the Third Party Claim in respect of which such a payment was made, as finally determined, is less than the amount which was paid by the Indemnifying Party, the Indemnified Party shall, forthwith after receipt of the difference from the Third Party, pay the amount of such difference to the Indemnifying Party;
- (6) except in the circumstance contemplated by Section 9.04, and whether or not the Indemnifying Party assumes control of the negotiation, settlement or defence of any Third Party Claim, the Indemnified Party shall not negotiate, settle, compromise or pay any Third Party Claim except with the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld);
- (7) the Indemnified Party shall not permit any right of appeal in respect of any Third Party Claim to terminate without giving the Indemnifying Party notice and an opportunity to contest such Third Party Claim;
- (8) the Indemnified Party and the Indemnifying Party shall cooperate fully with each other with respect to Third Party Claims and shall keep each other fully advised with respect thereto (including supplying copies of all relevant documentation promptly as it becomes available); and
- (9) the provisions of this Article IX shall constitute the sole remedy available to a party against another party with respect to any and all breaches of any agreement, covenant, representation or warranty made by such other party in this Agreement.

**ARTICLE X
EXCLUSIVITY AND ACCESS**

10.01 Obligations of Tirthankar, T Cann Mgmt, and the Vendor

Prior to the Closing Date, or the earlier termination of this Agreement, neither Tirthankar, T Cann Mgmt, nor the Vendor shall, directly or indirectly, negotiate or deal with any party other than with the Purchaser relating to an Alternative Transaction involving Tirthankar, Tirthankar Subsidiary, T Cann Mgmt, or the sale or disposition of any part of the outstanding Tirthankar Shares, TCann Mgmt Shares, or assets of Tirthankar and T Cann Mgmt, or solicit enquiries or provide information with respect to same..

**ARTICLE XI
POST-CLOSING COVENANTS**

11.01 Expansion Capital

Following the Closing Date, the Purchaser will, acting in good faith and using commercially reasonable efforts, furnish the business of Tirthankar, Tirthankar Subsidiary, and TCann Mgmt with the necessary capital to expand its retail platform to at least 75 dispensaries (each new retail dispensary expansion being a “**New Retail Expansion**”), in accordance all applicable laws provided that: (i) Tirthankar, TCann Mgmt, and Tirthankar Subsidiary, in the Purchaser’s sole discretion, have sufficient cash-flow to fund any New Retail Expansion; (ii) the Purchaser, at the sole direction of the Purchaser, determines that the New Retail Expansion, including the retail location selected by Vendor, is commercially viable.

**ARTICLE XII
GENERAL**

12.01 Notices

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement (each, a “**notice**”) shall be in writing shall be in writing addressed as follows:

(a) If to the Purchaser:

Leviathan Natural Products Inc.
250 The Esplanade, Suite 116
Toronto, Ontario
M5A 4J6

Attention: Martin J. Doane
Email: martin@leviathan-naturals.com

with a courtesy copy (which copy shall not constitute notice to the Purchaser) to:

Garfinkle Biderman LLP
Suite 801 - 1 Adelaide Street East
Toronto, Ontario, M5C 2V9
Attention: Grant Duthie
E-mail: gduthie@garfinkle.com

(b) If to Vendor:

Tanvi Bhandari
Email: tanvi@tcann.ca

with a courtesy copy (which copy shall not constitute notice to Vendor) to:

Greystone Law Professional Corporation
3852 Finch Ave E #202, Scarborough, ON M1T 3T9
Attention: Rishi Vaid
E-mail: vaid@gstonelaw.ca

or such other address as may be designated by notice given by either Tirthankar, T Cann Mgmt, the Vendor, or Purchaser to the other in accordance with this Section 12.01. Each notice shall be personally delivered to the addressee or sent by e-mail to the addressee and a notice which is personally delivered or sent by email shall, if delivered or sent

prior to 4:00 p.m. (local time of the recipient) 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 next Business Day.

12.02 Confidentiality

Prior to Closing and, if the Transaction is not completed, at all times thereafter, each of the parties will keep confidential and refrain from using all information obtained by it in connection with the transactions contemplated by this Agreement relating to all other parties, provided however that such obligation shall not apply to any information which was in the public domain at the time of its disclosure to a party or which subsequently comes into the public domain other than as a result of a breach of such party's obligations under this Section 12.02. For greater certainty, nothing contained herein shall prevent any disclosure of information which may be required pursuant to Applicable Laws or pursuant to an order in judicial or administrative proceedings or any other order made by any Governmental Authority.

12.03 Assignment

No party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other parties, such consent not to be unreasonably withheld, delayed, or conditioned.

12.04 Binding Effect

This Agreement shall be binding upon and shall enure to the benefit of the parties and their respective heirs, successors and permitted assigns.

12.05 Waiver

No waiver of any provision of this Agreement will constitute a waiver of any other provision, nor will any waiver constitute a continuing waiver unless otherwise expressly provided.

12.06 Governing Law

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

12.07 Expenses

Each party shall be responsible for and bear all of its own costs and expenses (including any legal, accounting, banking, broker's, finder's, consultant's or other fees or expenses) incurred in connection with the Transaction, including fees and expenses of its representatives incurred at any time in connection with pursuing or consummating the Transaction.

12.08 No Personal Liability

No director, officer, employee or agent of the Purchaser (in such capacity) shall have any personal liability whatsoever to the Vendor under this Agreement or any other document delivered in connection with the Transaction on behalf of the Purchaser.

12.09 Time of Essence

Time is of the essence of this Agreement and of each of its provisions.

12.10 Public Announcements

The Vendor and the Purchaser shall co-operate with the other in releasing information concerning this Agreement and the transactions contemplated herein, and shall furnish to and discuss with the other drafts of all press and other releases prior to publication. No press release or other public announcement concerning the proposed

transactions contemplated by this Agreement will be made by any party without the prior consent of the other parties, such consent not to be unreasonably withheld, delayed, or conditioned, provided however that, nothing contained herein shall prevent any party at any time from furnishing any information to any Governmental Authority or to the public if so required by Applicable Law.

12.11 Further Assurances

Each party will, upon request but without further consideration, from time to time promptly execute and deliver all further documents and take all further action as may be necessary or appropriate to give effect to and perform the provisions and intent of this Agreement and to complete the transactions contemplated herein.

12.12 Entire Agreement

This Agreement, together with the documents required to be delivered pursuant to this Agreement, constitute the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties with respect to the subject matter hereof (including, without limitation, the non-binding letter of intent dated August 30, 2021, as amended, entered into by and among the Purchaser and the Vendor). There are no representations, warranties, covenants or conditions with respect to the subject matter hereof except as contained in this Agreement and any document delivered pursuant to this Agreement.

12.13 Amendments

No amendment of any provision of this Agreement will be binding on any party unless consented to in writing by such party.

12.14 Severability

In the event that any provision or part of this Agreement is determined by any court or other judicial or administrative body to be illegal, null, void, invalid or unenforceable, that provision shall be severed to the extent that it is so declared and the other provisions of this Agreement shall continue in full force and effect.

12.15 Remedies Cumulative

The rights and remedies of the parties under this Agreement are cumulative and in addition to, and not in substitution for, any rights or remedies provided by Applicable Laws. Any single or partial exercise by any party of any right or remedy for default or breach of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such party may be lawfully entitled for the same default or breach.

12.16 Counterparts

This Agreement may be executed and delivered in one or more counterparts and may be executed and delivered by facsimile or any other electronically communicated method, each of which when executed and delivered shall be deemed an original and all of which counterparts together shall be deemed to constitute one and the same instrument.

[Remainder of page intentionally left blank. Signature pages follow.]


IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

**LEVIATHAN NATURAL PRODUCTS
INC.**

By: _____

Name: Martin J. Doane

Title: Chief Executive Officer and Director



TANVI BHANDARI

Address: 7 Grenville St, Apt 6403, Toronto,
Ontario, M4Y 0E9

Email: tanvi@tcann.ca

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

**LEVIATHAN NATURAL PRODUCTS
INC.**

By:  _____

Name: Martin J. Doane

Title: Chief Executive Officer and Director

TANVI BHANDARI

Address: 7 Grenville St, Apt 6403, Toronto,
Ontario, M4Y 0E9

Email: tanvi@tcann.ca

SCHEDULE "A"
LOCK-UP AGREEMENT

(see attached)

LOCK-UP AGREEMENT

_____, 2021

Leviathan Natural Products Inc. (“Acquiror”)

Re: Acquisition Shares Lock-up Agreement

1. The undersigned (the “Securityholder”) has entered into a share exchange agreement (the “Share Exchange Agreement”) with Acquiror on October 22 2021, whereby the undersigned has received 15,000,000 shares of the Acquiror (the “Acquisition Shares”) as consideration for Acquiror acquiring all of the issued and outstanding shares of Tirthankar Ltd., and TCann Mgmt Corp., from the undersigned (the “Acquisition”) and that it is a condition to the completion of the Acquisition that the Securityholder enter into this lock-up agreement.

2. In consideration of the benefit that the Acquisition will confer upon the Securityholder, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Securityholder hereby agrees not to, directly or indirectly, offer, sell, contract to sell, loan, hypothecate, pledge, grant or sell any option for the purchase of, or otherwise dispose of or transfer any securities of Acquiror, along with any securities resulting from any reconstitution, conversion, exercise or exchange of such securities of Acquiror prior to completion of the Acquisition, the (“Subject Securities”), or agree to or publicly announce any intention to do any of the foregoing, without the prior written consent of Acquiror, any such consent to be at the sole discretion of Acquiror, for a period commencing as of the date hereof and ending on the date that is three (3) years following the completion date of the Acquisition (the completion date of the Acquisition is herein referred to as the “Effective Date”), subject to the exceptions set forth below.

3. The foregoing restrictions and covenants in Section 2 shall cease to apply to the following number of Subject Securities effective as of the following dates (each, a “Release Date”) (rounded down in each case to the nearest whole number):

Release Date	Percentage of Subject Securities to be Released
12 month following the Effective Date	33.34%
24 months following the Effective Date	33.33%
36 months following the Effective Date	33.33%

4. The foregoing restrictions and covenants in Section 2 shall not apply to (a) transfers occurring by operation of law, provided, in each case that any transferee shall first execute and deliver to Acquiror a lock-up agreement in substantially the form hereof, as approved by Acquiror prior to the execution and delivery thereof to Acquiror, as a condition to completion of any such transfer without the consent of Acquiror, (b) transactions completed by the Securityholder pursuant to the Acquisition, and (c) transfers made by the Securityholder pursuant to a *bona fide* take-over bid, arrangement or similar transaction involving a change of control of Acquiror made generally to or involving all holders of equity securities of Acquiror after the Effective Date, provided that in the event the take-over bid or acquisition transaction is not completed in respect of the Subject Securities, the Securityholder and the Subject Securities shall remain subject to the restrictions and covenants contained in Section 2.

5. The Securityholder hereby agrees and covenants to execute and deliver any supplementary documentation requested by either Addressee reflecting restrictions and covenants binding on the Securityholder that are substantially consistent with this lock-up agreement.

6. The Securityholder hereby acknowledges and agrees that the Acquiror, at its discretion, may place restrictive legends on any of the Subject Securities to evidence the restrictions and covenants contained in this lock-up agreement without any further act or approval on the part of the Securityholder. The Securityholder hereby agrees and consents to the entry of stop transfer restrictions with Acquiror's transfer agent and registrar, or the equivalent, against the disposition or transfer of the Subject Securities contrary to the provisions of this lock-up agreement without any further act or approval on the part of the Securityholder.

8. The Securityholder hereby represents and warrants that the Securityholder has power and authority to enter into this lock-up agreement. The Securityholder further understands that this lock-up agreement shall be binding upon the Securityholder's legal representatives, heirs, successors, and permitted assigns, and shall enure to the benefit of Acquiror and their legal representatives, successors and assigns and shall survive the death, disability, incapacity, dissolution, winding-up or amalgamation of the Securityholder.

9. This lock-up agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein and may be executed by facsimile or PDF signature and as so executed shall constitute an original.

Very truly yours,

Print Name of Securityholder: Tanvi Bhandari

Address of Securityholder: 7 Grenville St, Apt 6403, Toronto, Ontario, M4Y 0E9

SCHEDULE "B"
VOTING AND SUPPORT AGREEMENT

(see attached)

Support and Voting Agreement

This Support and Voting Agreement (this “**Agreement**”), dated as of [•], 2021 is entered into between Tanvi Bhandari (the “**Shareholder**”) and Leviathan Natural Products Inc., a corporation incorporated under the laws of the Province of Ontario (the “**Buyer**”);

WHEREAS the Buyer and Shareholder have entered into a share exchange agreement (the “**Share Exchange Agreement**”) on October 22, 2021, pursuant to which the Buyer has acquired all of the outstanding common shares of Tirthankar Ltd., and TCann Mgmt Corp., from the Shareholder, in consideration of 15,000,000 common shares of the Buyer (the “**Share Exchange**”);

AND WHEREAS, pursuant to the Share Exchange Agreement, the Shareholder has been appointed to the board of directors of the Buyer (the “**Buyer Board**”);

AND WHEREAS the Shareholder is the registered and/or direct or indirect beneficial owner of, or exercises control or direction over the common shares of the Buyer (the “**Buyer Shares**”) (such Buyer Shares, together with any Buyer Shares acquired by the Shareholder during the term of this Agreement, being referred to in this Agreement as the “**Subject Shares**”);

AND WHEREAS as a condition to the willingness of the Buyer to complete the transactions contemplated under the Share Exchange Agreement, and incur the obligations set forth in the Share Exchange Agreement, the Buyer has required that the Shareholder enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions and Interpretive Provisions

In this Agreement:

- (a) all terms used and not defined herein that are defined in the Share Exchange Agreement shall have the respective meanings given to them in the Share Exchange Agreement;
- (b) the insertion of headings and the division of this Agreement into Sections are for convenience of reference only and shall not affect in any way the meanings and interpretation of this Agreement;
- (c) unless the contrary intention appears, words importing the singular include the plural and vice versa and words importing genders shall include all genders;
- (d) if the date on which any action is required to be taken by a party to this Agreement is not a Business Day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a Business Day in such place;
- (e) references to the words “include”, “includes” or “including” shall be deemed to be followed by the words “without limitation” whether or not they are followed by those words or words of like import;
- (f) references to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof;

- (g) any reference to a Person includes the heirs, administrators, executors, legal personal representatives, predecessors, successors and permitted assigns of that Person; and
- (h) references to a particular statute or law shall be to such statute or Law and the rules, regulations and published policies made thereunder, as now in effect and as they may be promulgated thereunder or amended from time to time.

2. **Representations and Warranties of the Shareholder.**

The Shareholder represents and warrants to the Buyer as follows as at the date of this Agreement and acknowledges that the Buyer is relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

- (a) **Organization and Authority and Capacity.** The Shareholder is an individual, is of the age of majority and has the capacity to enter into and execute this Agreement and to observe and perform its covenants and obligations hereunder.
- (b) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Shareholder and, assuming the due authorization, execution and delivery by each of the other parties hereto, constitutes a legal, valid and binding agreement of the Shareholder enforceable against it in accordance with its terms subject only to any limitation on bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
- (c) **Non-Contravention.** The execution, delivery and performance by the Shareholder of its obligations under this Agreement and the completion of the transactions contemplated by this Agreement do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) contravene, conflict with, or result in the violation of:
 - (i) any other agreement or instrument to which the Shareholder is a party or by which the Shareholder or any of the Shareholder's property or assets is bound; and
 - (ii) any applicable Laws.
- (d) **Ownership of Subject Shares.** The Shareholder is the legal and beneficial owner of, or the beneficial owner exercising control or direction over, all of the Subject Shares, free and clear of any Liens. The Subject Shares are the only securities of the Buyer owned, directly or indirectly, or over which control or direction is exercised by the Shareholder. The Shareholder has sole dispositive power and the sole power to agree to the matters set forth in this Agreement with respect to the Subject Shares. None of the Subject Shares are subject to any agreement, arrangement or restriction with respect to the voting thereof, except as contemplated by this Agreement. The Shareholder has no agreement or option or right or privilege (whether by Law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase or acquisition or transfer to the Shareholder of additional securities of the Buyer. No Person has any agreement or option, or any right or privilege (whether by Law, pre-emptive or contractual), capable of becoming an agreement or option for the purchase, acquisition or transfer from the Shareholder of any of the Subject Shares.
- (e) **Litigation.** There is no claim, action, lawsuit, arbitration, mediation or other proceeding pending or, to the knowledge of the Shareholder, threatened against the Shareholder that would reasonably be expected to have an adverse impact on the validity of this Agreement or any action taken or to be taken by the Shareholder in connection with this Agreement.

(f) **Independent Legal Advice.** The Shareholder acknowledges and agrees that the Shareholder has had the opportunity to seek independent legal advice with respect to this Agreement, and the transactions contemplated hereby, and that any failure on the Shareholder's part to seek independent legal advice shall not affect (and the Shareholder shall not assert that it affects) the validity, enforceability or effect of this Agreement.

3. **Representations and Warranties of the Buyer.**

The Buyer represents and warrants to the Shareholder as follows as at the date of this Agreement and acknowledges that the Shareholder is relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

(a) **Organization and Authority.** The Buyer is a corporation incorporated and existing under the laws of the Province of Ontario and has the corporate power and capacity to enter into and perform its obligations under this Agreement. The execution and delivery of this Agreement by the Buyer and the consummation by it of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action and no other corporate proceedings on the part of the Buyer are necessary to authorize this Agreement or the transactions contemplated by this Agreement.

(b) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Buyer and, assuming the due authorization, execution and delivery by each of the other parties hereto, constitutes a legal, valid and binding agreement of the Buyer enforceable against it in accordance with its terms subject only to any limitation on bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies, such as specific performance and injunction.

(c) **Non-Contravention.** The execution, delivery and performance by the Buyer of its obligations under this Agreement and the completion of the transactions contemplated by this Agreement do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) contravene, conflict with, or result in the violation of: (i) the articles, by-laws or other constating documents of the Buyer; (ii) any other agreement or instrument to which the Buyer is a party or by which the Buyer or any of the Buyer's property or assets is bound; and (iii) any applicable Laws.

4. **Covenants of the Shareholder.**

The Shareholder covenants and agrees that during the term beginning on the Effective Date and ending two (2) years following the Effective Date:

(a) **Agreement to Vote in Favour.** At any shareholders' meeting of the Buyer (the "**Buyer Shareholder Meeting**"), or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval (including by written consent in lieu of a meeting) with respect to the election of director nominees to the Buyer Board is sought, the Shareholder shall, subject to Section 5, cause its Subject Shares to be counted as present (in person or by proxy) for purposes of establishing quorum and shall vote (or cause to be voted) its Subject Shares, in favour of the election of the directors nominated for election by the then incumbent Buyer Board (the "**Buyer Nominees**").

(b) **Additional Buyer Shares.** The Shareholder: (i) agrees promptly to notify the Buyer of any new Buyer Shares acquired by the Shareholder after the execution of this Agreement; and (ii) acknowledges that any such new Buyer Shares or Subject Securities will be subject to the terms of this Agreement as though owned by the Shareholder on the date of this Agreement.

(c) **Delivery of Proxy.** The Shareholder agrees that it will, on or before the fifth Business Day prior to the Buyer Shareholder Meeting: (i) with respect to any Subject Shares (and any other Subject Securities entitled to vote) that are registered in the name of the Shareholder, the Shareholder shall deliver or cause to be delivered, in accordance with the instructions set out in the management proxy circular with respect to such Buyer Shareholder Meeting, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the approval of the appointment of the Buyer Nominees to the Buyer Board and (ii) with respect to any Subject Shares that are beneficially owned by the Shareholder but not registered in the name of the Shareholder, the Shareholder shall deliver or cause to be delivered voting instructions to the intermediary through which the Shareholder holds its beneficial interest in the Shareholder's Subject Shares, instructing that the Shareholder's Subject Shares be voted in favour of the appointment of the Buyer Nominees to the Buyer Board. Such proxy or proxies shall name those individuals as may be designated by the Buyer in the management proxy circular with respect to such Buyer Shareholder Meeting, and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent of the Buyer.

(d) **Other Covenants.** The parties hereby consent to details of, or a summary of, this Agreement being set out in any news release, information circular, or other public disclosure produced by the Buyer in connection with the transactions contemplated by this Agreement and the Share Exchange Agreement and (B) this Agreement being made publicly available, including by filing on SEDAR. Otherwise, each of the parties hereto shall consult with the other before making any public disclosure or announcement of or pertaining to this Agreement, and any such disclosure or announcement shall be mutually satisfactory to both such parties hereto, acting reasonably; provided that this section 4(d) shall not apply to any disclosure or announcement pertaining to this Agreement which a party is advised by legal counsel is required to be made by Laws, stock exchange rules or policies of regulatory authorities having jurisdiction and which the other party after reasonable notice will not consent to.

5. **Termination**

This Agreement shall terminate on the date that is two (2) years from the Effective Date.

6. **No Agreement as Director or Officer.**

The Buyer acknowledges that the Shareholder is bound hereunder solely in its capacity as a security holder of the Buyer and, if the Shareholder is a director or officer of the Buyer, that the provisions hereof shall not be deemed or interpreted to bind the Shareholder in his or her capacity as a director or officer of the Buyer; and (ii) nothing in this Agreement shall limit or affect any actions or omissions taken by the Shareholder in his or her capacity as a director or officer of the Buyer, including in exercising rights under the Share Exchange Agreement and no such actions or omissions shall be deemed a breach of this Agreement. Nothing in this Agreement shall be construed to prohibit, limit or restrict the Shareholder from fulfilling his or her fiduciary duties as a director or officer of the Buyer.

7. Injunctive Relief.

The parties to this Agreement acknowledge and agree that irreparable harm would occur for which monetary damages would not be an adequate remedy at Law if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties to this Agreement shall be entitled to injunctive and other equitable relief to prevent breaches or threatened breaches of this Agreement and to ensure compliance with the terms of this Agreement, without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief. These remedies are cumulative and in addition to any other rights or remedies available at Law or in equity.

8. Entire Agreement

This Agreement constitutes the entire agreement between parties hereto with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, understandings and negotiations, whether oral or written, of the parties hereto.

9. Amendment and Waiver.

This Agreement may not be amended or supplemented, and no provisions hereof may be modified or waived, except by an instrument in writing signed by both of the parties hereto. No waiver of any provisions hereof by either party shall be deemed a waiver of any other provisions hereof by such party, nor shall any such waiver be deemed a continuing waiver of any provision hereof by such party.

10. Notices.

All notices and communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered or sent if delivered personally or sent by email, or as of the following Business Day if sent by prepaid overnight courier, to the parties hereto at the following addresses (or at such other addresses as shall be specified by either party by notice to the other given in accordance with these provisions):

If to the Buyer:
Leviathan Natural Products Inc.,
250 The Esplanade
Suite 116
Toronto, Ontario
M5A 4J6

Attention: Martin Doane, Chief Executive Officer and Director
Email: martin@leviathan-naturals.com

with a copy (not constituting notice) to:

Garfinkle Biderman LLP
Dynamic Funds Tower, 1 Adelaide Street East, Suite 801
Toronto, Ontario M5C 2V9

Attention: Grant Duthie
Email: gduthie@garfinkle.com

If to the Shareholder, to the address or email address set forth for Shareholder on the signature page hereof.

11. **Miscellaneous.**

(a) This Agreement shall be governed by and construed in accordance with the Laws of Ontario and the federal laws of Canada applicable therein.

(b) Each of the parties hereto irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of Ontario in respect of all matters arising under and in relation to this Agreement and waives, to the fullest extent possible, the defence of an inconvenient forum or any similar defence to the maintenance of proceedings in such courts.

(c) The parties hereto confirm that it is their express wish that this Agreement, as well as any documents relating to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only.

(d) If any term or provision of this Agreement is determined to be illegal, invalid or incapable of being enforced by any court of competent jurisdiction, that term or provision will be severed from this Agreement and the remaining terms and provisions shall remain in full force and effect. Upon such determination that any term or provision of this Agreement is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible.

(e) Each party hereto shall, from time to time and at all times hereafter, at the request of the other party hereto, but without further consideration, do all such further acts, and execute and deliver all such further documents and instruments as may be reasonably required in order to fully perform and carry out the terms and intent hereof.

(f) Time shall be of the essence in this Agreement.

(g) Each of the Shareholder and the Buyer will pay its own expenses (including the fees and disbursements of legal counsel and other advisers) incurred in connection with the negotiation, preparation and execution of this Agreement and the transactions contemplated by this Agreement.

(h) This Agreement shall be binding upon and enure to the benefit of the parties hereto and their successors and permitted assigns. Neither party to this Agreement may assign its rights or obligations under this Agreement without the prior written consent of the other party hereto. No assignment shall relieve the assigning party of any of its obligations hereunder.

(i) This Agreement may be executed by facsimile or other electronic signature and in counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

SCHEDULE "C"
MANAGEMENT AGREEMENT

(see attached)

MANAGEMENT AGREEMENT

This management agreement (this “**Agreement**”) is entered into as of this [·] day of [·], 2021.

BETWEEN:

TIRTHANKAR LTD.

a corporation formed under the laws of the Province of Ontario
 (“**Tirthankar**”)

- and -

[VENDORCO],

a corporation formed under the laws of the Province of Ontario
 (the “**Service Provider**”)

The Service Provider and Tirthankar are hereinafter jointly referred to as the “**Parties**” and individually as a “**Party**”.

RECITALS:

- A. Tirthankar wishes to retain the Service Provider as an independent contractor to provide the Services (as hereinafter defined) to Tirthankar in relation to the operation of the retail cannabis stores outlined in Schedule “A” hereto, and any new stores Tirthankar or its affiliates open from time to time (the “**Stores**”), and the Service Provider wishes to be engaged by Tirthankar pursuant to the terms herein.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. PROVISION OF SERVICES

- 1.1 Subject to the terms of this Agreement, the Service Provider is hereby retained to provide Tirthankar with the services outlined in Schedule “A” hereto (collectively, the “**Services**”), along with any other services that may reasonably be requested in writing by Tirthankar and agreed to by the Service Provider from time to time, acting reasonably and in good faith.
- 1.2 The Services shall be provided by the Service Provider in good faith, in a professional manner and in compliance in all material respects with all applicable laws, including all applicable laws and regulations of the Province of Ontario and the federal laws of Canada applicable therein.
- 1.3 The Service Provider shall be permitted to delegate or subcontract the performance of any Services to any party or parties upon written notice to Tirthankar, provided that the delegation or subcontracting of any Services by the Service Provider shall not relieve the Service Provider of any duty, obligation or liability arising under this Agreement.

- 1.4 Tirthankar shall provide the Service Provider with prompt notice of any deficiencies in the Services identified by Tirthankar at the time that such deficiency is discovered by Tirthankar. If Tirthankar does not give written notice of any deficiencies within such period, it shall be deemed to have accepted the Services performed by the Service Provider. Each Party shall advise the other promptly upon discovery of any problem that will materially affect the costs or delay the performance of the Services.
- 1.5 The Parties acknowledge and agree that Service Provider shall assist Tirthankar in procuring retail store authorizations (the “**RSAs**”) pertaining to any new Stores.
- 1.6 It is agreed and acknowledged that the engagement of the Service Provider hereunder is on a non-exclusive basis, and the Service Provider may provide services to other persons, firms and corporations, so long as it does not violate any of the terms of this Agreement in doing so.
- 1.7 Unless the Parties mutually agree otherwise, Tirthankar shall pay to the Service Provider an annual stipend of \$60,000, payable monthly in arrears, and a monthly fee in an amount equal to 1% of the gross sales of each of the Stores for each month (the “**Service Fee**”), plus applicable taxes, as consideration for the Services provided to Tirthankar pursuant to the terms and conditions of this Agreement. The Service Fee for each month during the Term (as hereinafter defined) and any Renewal Term (as hereinafter defined) shall be payable on or before the tenth (10th) day of the following month.
- 1.8 The Service Provider, at the sole discretion of the Board of Directors of Leviathan Natural Products Inc. (“**Leviathan**”) will be entitled to an additional bonus of 0.5% of gross sales of Tirthankar for the previous calendar year payable no later than the fifteenth (15th) day of February of the following year if certain milestones for the calendar year are met.

2. TERM AND TERMINATION

- 2.1 This Agreement shall be subject to an initial term of ten (10) years, subject to renewal or earlier termination in accordance with this Agreement (the “**Term**”).
- 2.2 Subject to Tirthankar’s ability to terminate this Agreement pursuant to Section 2.4, and unless otherwise terminated by the Service Provider, this Agreement will be renewed automatically for two (2) subsequent five (5) year terms (each, a “**Renewal Term**”), if Tirthankar satisfies the annual budget quotas for revenue and EBITDA set by the Board of Directors of Leviathan for at least four (4) of the (5) years of the Term. **The Service Provider and Leviathan may mutually agree on a Renewal Terms.**
- 2.3 Either Party may terminate this Agreement immediately if:
 - (a) the Parties mutually agree to terminate this Agreement;
 - (b) if a trustee in bankruptcy, receiver, receiver and manager, liquidator or other officer with similar powers is appointed for the other Party over all or any material part of its property; or

- (c) either Party has breached any material term of this Agreement and has failed to remedy such breach within ten (10) days after receiving written notice from the other Party that it has breached such term.
- 2.4 Tirthankar may terminate this Agreement immediately and without notice upon any of the following events:
- (a) a criminal act, fraud, theft or embezzlement or other similar act or behavior committed by the Service Provider or Tanvi Bhandari, (the “Principal”) proven to be occurring during discharging its services;
 - (b) any serious neglect of duty or serious misconduct by Service Provider or the Principal to the material detriment of Tirthankar or its affiliates in discharging any of the Services under this Agreement;
 - (c) if, in the reasonable discretion of Tirthankar, the Service Provider is not providing the Services in accordance with this Agreement, and has failed to sufficiently provide the Services after three (3) notices; and
 - (d) If there is a “Change of Control” of the Service Provider. For the purposes of this Section 2.4, a “Change of Control” means an acquisition, directly or indirectly, of beneficial ownership of voting securities that results in a holding of more than 20% of the issued and outstanding voting securities of the Service Provider by a third party
- 2.5 Upon the expiration of the Term and any Renewal Terms, as applicable, this Agreement will be of no further force or effect as to such Services except as to the obligations accrued prior to the date of expiration or termination, provided that Sections 5 and 6 of this Agreement will survive such expiration or termination.

3. INDEPENDENT CONTRACTORS

- 3.1 The Parties acknowledge and agree that they are independent contractors and that this Agreement shall not be construed to create between Tirthankar and the Service Provider any other relationship such as, by way of example only, that of employer-employee, principal agent, joint-venturer, co-partners or any similar relationship, the existence of which is expressly denied by the Parties.

4. CO-OPERATION

- 4.1 Each Party shall make good faith efforts to provide the other Party with all necessary information and documentation sufficient to perform such other Party’s obligations hereunder and shall make available, as reasonably requested by such other Party, sufficient resources and timely decisions, approvals and acceptances in order that such other Party may accomplish its obligations hereunder in a timely manner.

5. INDEMNIFICATION

- 5.1 Tirthankar shall indemnify and hold harmless the Service Provider, its affiliates, and its directors, officers, shareholders, employees and agents, from and against any and all losses, damages, claims, judgments, suits, liabilities, causes of action or expenses, arising out of or in connection with: (i) any acts or omissions of a third party service provider other than the Service Provider retained by Tirthankar, (ii) any claim or proceeding commenced by a third party as a result of any acts or omissions of such a third party service provider, and (iii) any breach by Tirthankar of its obligations under this Agreement.
- 5.2 The Service Provider shall indemnify and hold harmless Tirthankar, its affiliates, and its directors, officers, shareholders, employees and agents, from and against any and all losses, damages, claims, judgments, suits, liabilities, causes of action arising out of or in connection with any breach by the Service Provider of its obligations under this Agreement.

6. CONFIDENTIALITY

- 6.1 Each Party undertakes not to use or disclose any list of clients, contact and supplier database, information relating to the business, products, affairs, finances, processes, trade secrets, services, suppliers and/or clients of the Party, including but not limited to the following: sales, marketing, business planning, training, pricing and rate information; financial and accounting information; client information, client contact information, and client lists; contact and supplier database; designs, processes, inventions, presentations, manuals, technical data, plans, systems, concepts, products, and prototypes; salary and benefit information of employees, agents, or contractors; and any records, materials, and/or information provided to the Service Provider and marked as or understood to be confidential) or other information of the other Party (collectively, “**Confidential Information**”) which it may from time to time receive or obtain (in any form) as a result of entering into or performing its obligations pursuant to this Agreement or otherwise, relating to the Stores and which is not in the public domain unless:
- (a) such Confidential Information publically known or becomes publicly known through no unauthorized act of the recipient;
 - (b) required to do so by law or pursuant to any order of court or other competent authority or tribunal; or
 - (c) such disclosure has been consented to by the other Party, in writing.

7. BOOKS AND RECORDS

- 7.1 Tirthankar shall keep and maintain full, complete and accurate books of account and records with respect to the business and operations of each of the Stores, including, but not limited to, records of the sales of each of the Stores (the “**Records**”).
- 7.2 The Service Provider (or its legal or accounting professionals) may, at any time during the Term and any Renewal Term, as applicable, upon prior written notice to Tirthankar,

during normal business hours and without causing unreasonable disruption to the operations of the Stores, review the Records in order to ensure that Tirthankar is in compliance with the terms of this Agreement and that the Service Fee paid, or payable, to the Service Provider is accurate.

8. MISCELLANEOUS

8.1 Intent to comply with legislation.

It is the intent of the Parties that this Agreement complies with all applicable legislation and the rules and regulations of the AGCO.

8.2 Compliance with AGCO Rules and Regulations.

In the event that the AGCO is not prepared to grant RSAs to Tirthankar based on the terms or structure of this Agreement, the Parties covenant and agree to make commercially reasonable best efforts to co-operate reasonably and in good faith to negotiate a revised agreement that implement the proposed adjustments to the terms and/or structure of this Agreement to address the concerns raised by the AGCO, all while preserving the intent of the parties as set forth in this Agreement. If, notwithstanding the Parties' commercially reasonable best efforts to negotiate and structure agreements that addresses all AGCO concerns and that complies with all applicable laws, the AGCO nevertheless declines to grant the RSAs to Tirthankar, either Party shall have the option to terminate this Agreement at that time, in which case, all parties shall be relieved of all future obligations under all such Agreement.

8.3 Assignment

This Agreement will be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns, but no Party may, directly or indirectly, assign or transfer this Agreement or any right or obligation herein without the express written consent of the other Party, which consent shall not be unreasonably withheld and is to be dealt with on a timely basis, provided, however that the Service Provider may assign this Agreement to any wholly-owned subsidiary of the Service Provider upon advance written notice of such assignment is delivered to Tirthankar.

8.4 Entire Agreement; Amendment

This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior understandings and agreements with respect thereto. This Agreement may be amended, supplemented or otherwise modified, but only by written agreement signed by all Parties.

8.5 Waiver

The failure of any Party to this Agreement at any time to require performance by another of any provision hereof will in no way affect the full right to require such performance at any time thereafter and no waiver by any Party of any breach of condition, covenant or agreement will constitute a waiver except in respect of the particular breach giving rise to

such waiver. Any such waiver will be effective only if made in writing by the Party entitled to waive the position.

8.6 **Time of the Essence**

Time shall be of the essence of this Agreement and the mere lapse of time shall have the effects contemplated herein and by law.

8.7 **Severability**

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any portion of this Agreement is declared invalid for any reason in any jurisdiction, such declaration shall have no effect upon the remaining portions of this Agreement which shall continue in full force and effect as if this Agreement had been executed with the invalid portions thereof deleted; provided, however, if such severability will negate in any material respect the terms of this Agreement, then the Parties shall negotiate in good faith to amend the invalid terms in a manner so that such terms shall not be invalid and will not modify in any material respect the terms of this Agreement unless otherwise agreed to by the Parties.

8.8 **Notices**

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement (each, a “**notice**”) shall be in writing shall be in writing addressed as follows

- (a) If to the Tirthankar

Tirthankar Ltd.
250 The Esplanade, Suite 116
Toronto, Ontario
M5A 4J6

Attention: Martin J. Doane
Email: martin@leviathan-naturals.com

with a courtesy copy (which copy shall not constitute notice to the Tirthankar) to:

Garfinkle Biderman LLP
Suite 801 - 1 Adelaide Street East
Toronto, Ontario, M5C 2V9
Attention: Grant Duthie
E-mail: gduthie@garfinkle.com

- (b) If to Service Provider:

Tanvi Bhandari

Email: tanvi@tcann.ca

with a courtesy copy (which copy shall not constitute notice to Service Provider) to:

Greystone Law Professional Corporation
3852 Finch Ave E #202, Scarborough, ON M1T 3T9
Attention: Rishi Vaid
E-mail: vaid@gstonelaw.ca

8.9 **Electronic Execution and Counterparts**

This Agreement may be signed by way of electronic transmission, in any number of counterparts, each of which shall be deemed to be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

8.10 **Currency**

All amounts set out or referenced in this Agreement and any schedule attached hereto are in the lawful currency of Canada.

8.11 **Independent Legal Advice**

The Parties hereby acknowledge and agree that each such Party has obtained or has been provided with the opportunity to obtain independent legal advice in connection with this Agreement, that they each understand the terms and consequences of this Agreement, that they are signing voluntarily and not under any form of duress from or in reliance on any representation by any other Party, third party or anyone acting on their behalf.

8.12 **Schedules**

The schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the schedules.

8.13 **Jurisdiction and Governing Law**

Each Party irrevocably and unconditionally attorns to the exclusive jurisdiction of the courts of the Province of Ontario. This Agreement and any dispute arising from or in relation to this Agreement shall be governed by, and interpreted and enforced in accordance with, the law of the Province of Ontario and the federal laws of Canada applicable therein.

[The remainder of this page has intentionally been left blank.]

DATED as of the date first written above.

[VENDORCO]

By: _____
Name:
Title:

I have the authority to bind the corporation.

TIRTHANKAR LTD.

By: _____
Name:
Title:

I have the authority to bind the corporation.

[Signature Page – Management Agreement]

SCHEDULE “A”

STORES

1. ACTON (38 MILL ST E)
2. BEAMSVILLE (4322 ONTARIO ST)
3. FORT FRANCES (130 SECOND ST E)
4. NEW LISKEARD (9 ARMSTRONG ST N)
5. RENFREW (164 RAGLAN ST S)
6. ROCKLAND (2865 CHAMBERLAND ST)
7. SMITHS FALLS (4 RUSSELL ST E)
8. SCARBOROUGH (3443 ST CLAIR AVE E)
9. TOTTENHAM (54 QUEEN ST. S)
10. PETERBOROUGH (1135 LANSDOWNE STREET WEST, PETERBOROUGH)
11. COCHRANE (143 4TH ST W)
12. HEARST (3 15TH ST)
13. KENORA (400 2ND ST S)
14. KIRKLAND LAKE (59 GOVERNMENT RD W)
15. MANITOUWADGE (21 HURON WALK – UNIT #2)
16. WAWA (152 MISSION RD)

SERVICES

The Service Provider shall provide the following Services to Tirthankar

- Assistance and expertise to identify an appropriate location for any future Stores, and in connection therewith, the negotiation of an appropriate lease or sublease for any future Stores on behalf of Tirthankar for presentation to Tirthankar for its review, consideration and sign-off.
- Assistance, expertise, recommendations for any RSAs Tirthankar submits to the AGCO with respect to future Stores.
- Assistance, expertise, recommendations for all development and renovations to the exterior and interior of the Stores on a “turnkey” basis, including obtaining all necessary permits and authorizations to do same, on behalf of Tirthankar for presentation to Tirthankar for its review, consideration and sign-off.
- Assistance, expertise, recommendations for the purchase and installation of all fixtures, furnishings, leasehold improvements, equipment and signs, including surveillance cameras, keypad locks and any other security measures reasonably required for the operation of the Stores in compliance with all applicable laws, on behalf of Tirthankar for presentation to Tirthankar for its review, consideration and sign-off.
- Assistance, expertise, recommendations for the purchase of appropriate business and liability insurance for the Stores and Tirthankar’s inventory, on behalf of Tirthankar for presentation to Tirthankar for its review, consideration and sign-off.
- Assistance, expertise, recommendations to hire all third party service providers to complete all repairs and maintenance of the Stores as and when reasonably requested by Tirthankar.

- Assistance, expertise and recommendations for the negotiation of all supplier contracts, including but not limited to, the supply agreement with the Ontario Cannabis Retail Corporation or such other supplier(s) as may be legally permissible for the supply of cannabis and cannabis accessories.
- Assistance, expertise, recommendations and capital required for Tirthankar to determine and order the appropriate types and quantities of cannabis and cannabis accessories for the Stores and advice and recommendations so as to maintain appropriate levels of inventory to ensure that the Stores has adequate inventory for sale to the public at all times.
- Assistance, expertise, recommendations and required for the development and execution of appropriate retail market strategies and know-how for all permissible marketing and advertising initiatives related to the Stores, on behalf of Tirthankar for presentation to Tirthankar for its review, consideration and sign-off.
- Assistance, expertise, recommendations and oversight over all accounting, financial reporting and cash management pertaining to the business and ordinary course operations of the Stores.
- Assistance, expertise, recommendations and required for the recruitment of one or more qualified licensed cannabis retail managers and all other necessary full and part-time staff required to properly run and operate the Stores, on behalf of Tirthankar for presentation to Tirthankar for its review, consideration and sign-off. Tirthankar and the Service Provider shall ensure that licensed cannabis retail manager(s) engaged by Tirthankar shall at all times:
 - (a) be responsible for supervising/managing employees at the Stores;
 - (b) be responsible for overseeing/co-ordinating the sale of cannabis at the Stores;
 - (c) manage compliance issues in relation to the sale of cannabis at the Stores; and
 - (d) retain signing authority with respect to purchase of cannabis, enter into contracts and make offers of employment.
- Any other ongoing day-to-day operational support of the Stores reasonably requested in writing by Tirthankar.

SCHEDULE "D"
T CANNABIS NW SHARE PURCHASE AGREEMENT

(see attached)

SHARE PURCHASE AGREEMENT

THIS AGREEMENT entered into as of [redacted], 2021 by and between Tirthankar Ltd. (“**Tirthankar**”), DT Investments 2019 Inc. (the “**Seller**”), and Leviathan Natural Products Inc. (“**Leviathan**”).

This Agreement contemplates a transaction (the “**Transaction**”) whereby Leviathan will purchase from the Seller, and the Seller will sell to Leviathan, 100% of the Seller’s shareholdings (the “**Purchased Shares**”) in T Cannabis NW Inc. (the “**Corporation**”), pursuant to the terms and conditions herein.

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each Party, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions. In this Agreement:

“**Affiliate**” has the meaning ascribed thereto in section 1(4) of the *Business Corporations Act* (Ontario).

“**Agreement**” means this share purchase agreement.

“**Applicable Law**” means any statute, law, ordinance, regulation, rule, instrument, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

“**Business Day**” means any day except Saturday, Sunday or any day on which banks are generally not open for business in the City of Toronto, Ontario, Canada.

“**Class A Common Shares**” means the Class A common shares in the capital of the Corporation.

“**Class C Common Shares**” means the Class C common shares in the capital of the Corporation.

“**Closing**” means the closing of the Transaction which shall take place at 4:00 p.m. (Toronto) on the Closing Date.

“**Closing Date**” has the meaning ascribed thereto in the Share Exchange Agreement.

“**Closing Time**” means five (5) minutes prior to the closing time of the transactions contemplated by the Share Exchange Agreement.

“**Consideration**” has the meaning ascribed to it in Section 2.2.

“**Common Shares**” means collectively the Class A Common Shares and the Class C Common Shares.

“**Encumbrance**” means any and all liens, encumbrances, charges, mortgages, pledges, security interests, hypothecations, easements, rights-of-way, third party claims or other encumbrances.

“**Governmental Authority**” means: (i) any domestic or foreign government, whether national, federal, provincial, state, territorial, regional, municipal or local (whether administrative, legislative, executive or otherwise); (ii) any subdivision or authority of the above; and (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above.

“**Income Tax Act**” means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supplement) and the regulations thereunder, as amended from time to time.

“**Leviathan**” has the meaning ascribed to it in the recitals.

“**Leviathan Share Consideration**” has the meaning ascribed to it in Section 2.2.

“**Lock-Up Agreement**” has the meaning ascribed to it in Section 2.3.

“**Order**” means any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority.

“**Party**” means a party to this Agreement and any reference to a Party includes its successors and permitted assigns, and “**Parties**” means every Party.

“**Person**” is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, a Governmental Authority, and the executors, administrators or other legal representatives of an individual in such capacity.

“**Purchase Price**” has the meaning ascribed to it in Section 2.2.

“**Purchased Shares**” has the meaning ascribed to it in the recitals of this Agreement.

“**QSBC**” means Qualified Small Business Corporation

“**Regulatory Approval**” means any approval, consent, ruling, authorization, notice, sanction, order, exemption, permit or acknowledgement that may be required from any Governmental Authority pursuant to Applicable Law or under the terms of any licence or the conditions of any Order in connection with the transactions contemplated hereby.

“**Section 85**” means provisions set out in Subsection 85 of the Income Tax Act.

“**SEDAR**” means the computer system for the transmission, receipt, acceptance, review and dissemination of documents filed in electronic format known as the System for Electronic Document Analysis and Retrieval.

“**Share Exchange Agreement**” means the share exchange agreement entered into by Leviathan and Purchaser on October 22, 2021.

“**Shareholder Loan**” means the \$293,500 interest-free loan advanced by the Seller to the Corporation.

ARTICLE 2 PURCHASE OF SHARES

2.1 Transaction. On and subject to the terms of this Agreement, the Seller agrees to sell and Leviathan agrees to purchase on the Closing Date the Purchased Shares.

2.2 Purchase Price. At Closing, Leviathan agrees to pay the Seller the aggregate of \$500,000 for the Purchased Shares and Shareholder Loan (the “**Purchase Price**”), as follows:

- (a) In Consideration for the Purchased Shares, the Seller shall receive 344,167 common shares of Leviathan at a deemed price of \$0.60 equal to \$206,500 (the “**Leviathan Share Consideration**”).
- (b) In consideration for assignment of the Shareholder Loan, the Seller shall receive the aggregate of \$50,000 (the “**Cash Consideration**”) and 405,833 common shares of Leviathan at a deemed price of \$0.60 equal to \$293,500 (the “**Loan Share Consideration**”, together with the Leviathan Share Consideration, the “**Share Consideration**”)

2.1 Lock-Up. On the Closing Date, the Seller shall enter into a lock-up agreement with Leviathan in the form attached as Schedule “A”, (the “**Lock-Up Agreement**”).

2.2 Section 85 Rollover. It is the intention of the Seller, Tirthankar and Leviathan that the sale of the property will be effected as a “rollover” pursuant to Section 85 with the intent that the Seller will not be liable for the immediate payment of income tax in Canada with respect to the Share Consideration; rather the Seller shall obtain a tax deferral with respect to the Share Consideration until such time as the Seller sells transfers or otherwise disposes of the Share Consideration. The Purchaser and Leviathan hereby confirm and agree that they shall, following the completion date, execute such additional documents and agreements as may be reasonably required by the Seller in order to allow the Seller to prepare and file all necessary documents with the Canada Revenue Agency (“CRA”) to evidence the election to effect the purchase and sale of the property as a tax-deferred transaction under Section 85.

ARTICLE 3 REPRESENTATIONS, WARRANTIES, AND COVENANTS

3.1 Representations, Warranties, and Covenants of the Seller. The Seller represents, warrants, and covenants to Tirthankar that the following statements are correct and complete as of the date hereof and as of the Closing Date:

(1) *Incorporation and Corporate Power.* The Seller is a corporation incorporated, organized and subsisting under the laws of the jurisdiction of its incorporation. The Seller has the corporate power, authority and capacity to own and operate its property and carry on its business and to execute and deliver this Agreement and all other agreements and instruments to be executed by it as contemplated herein and to perform its obligations under all such agreements and instruments, and no other corporate or similar proceedings on the part of the Seller are necessary to authorize this Agreement or to consummate the Transaction. This Agreement has been duly and validly executed and delivered by the Seller and (assuming due authorization, execution and delivery by the Seller) constitutes a legal, valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency (including all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting creditors’ rights generally and subject to the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity).

(2) *Authorization.* The Seller has the full right, power, and authorization, or the necessary capacity, as the case may be, to execute and deliver this Agreement and to perform its obligations hereunder (including without limitation to sell, assign, transfer and deliver the Purchased Shares in the manner provided in this Agreement). This Agreement has been duly and validly authorized, executed and delivered by, and constitutes a valid and binding obligation of, the Seller, enforceable in accordance with the terms hereof. The Seller need not give any notice to, make any filing with, or obtain any authorization, consent, or approval from the Corporation or any governmental or regulatory authority in order to consummate the Transaction.

(3) *Good Standing.* The Corporation is in good standing in the province of Ontario and, to the knowledge of the Seller, is not currently in default of any requirement of the Applicable Law of the Province of Ontario and the regulatory instruments of the Ontario Securities Commission.

(4) *No Conflict and Required Filings and Consents.* The execution and delivery of this Agreement by the Seller do not, and the performance of this Agreement by the Seller, and the consummation of the Transaction, will not, (a) conflict with or violate the certificate of incorporation or bylaws or other equivalent organizational documents of the Seller, or (b) assuming all consents, approvals, authorizations and other necessary actions have been obtained or taken and all necessary filings and obligations have been made or satisfied, conflict with or violate any Applicable Law to the Seller or by which any property or asset of the Seller is bound or affected, except, with respect to clause (a), for any such conflicts, violations, breaches, defaults or other occurrences which would not, individually or in the aggregate, materially adversely affect the ability of the Seller to carry out its obligations under, and to consummate the Transaction contemplated by, this Agreement.

(5) *Enforceability of Obligations.* This Agreement constitutes a valid and binding obligation

of the Seller enforceable against the Seller in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance and injunction, are discretionary and may not be ordered.

(6) *Ownership of Shares.* The Seller is the registered and beneficial holder of the Purchased Shares with good and marketable title thereto, free and clear of all Encumbrances, and no Person has any written or oral agreement, option or warrant or any right or privilege capable of becoming such for the purchase or acquisition from the Seller of any of the Purchased Shares.

(7) *Title to Shareholder Loan.* The Seller is, and at Closing will be, the legal and beneficial owner of the Shareholder Loan, and has, and at Closing will have, good title to it, free and clear of any Encumbrance. At Closing, the Seller will have the absolute and exclusive right to sell the Shareholder Loan to Tirthankar as contemplated by this Agreement.

(8) *No Loans or Guarantees.* Aside from the Shareholder Loan, the Seller has not made any loans to or guaranteed the obligations of any Person and the Seller is not indebted to the Corporation, nor its directors, officers, employees or consultants and any of its shareholders, or to any Person not dealing at arm's length with any of the foregoing.

(9) *Bankruptcy, Insolvency and Reorganization.* Neither the Corporation nor the Seller are insolvent persons within the meaning of the *Bankruptcy and Insolvency Act* (Canada) or any Applicable Law of similar effect, nor have the Corporation or the Seller made an assignment in favour of their creditors nor a proposal in bankruptcy to their creditors or any class thereof, nor have they had any petition for a receiving order presented in respect of them.

(10) *Residence.* The Seller is not a non-resident of Canada for purposes of section 116 of the Income Tax Act.

(11) *Absence of Proceedings.* To the knowledge of the Seller, the Corporation is not engaged in any litigation, arbitration, prosecution or other legal proceedings, and no such proceedings have been threatened and, having made reasonable enquiries, there are no facts known or which ought to be known to the Seller and which are not known to Tirthankar which are likely to give rise to the same.

3.2 Representations and Warranties of Tirthankar. The Purchaser represents and warrants to the Seller that the following statements are correct and complete as of the date hereof and as of the Closing Date:

(1) *Incorporation and Corporate Power.* The Purchaser is a corporation incorporated, organized and subsisting under the laws of the jurisdiction of its incorporation. The Purchaser has the corporate power, authority and capacity to own and operate its property and carry on its business and to execute and deliver this Agreement and all other agreements and instruments to be executed by it as contemplated herein and to perform its obligations under all such agreements and instruments, and no other corporate or similar proceedings on the part of Tirthankar are necessary to authorize this Agreement or to consummate the Transaction. This Agreement has been duly and validly executed and delivered by Tirthankar and (assuming due authorization, execution and delivery by the Seller) constitutes a legal, valid and binding obligation of Tirthankar, enforceable against Tirthankar in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency (including all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting creditors' rights generally and subject to the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity).

(2) *Authorization.* The execution and delivery of this Agreement, and all other agreements and instruments to be executed by Tirthankar as contemplated herein, and the completion of the transactions contemplated hereby and thereby, have been duly authorized by all necessary corporate action on the part of Tirthankar.

(3) *Enforceability of Obligations.* This Agreement constitutes a valid and binding obligation of Tirthankar enforceable against Tirthankar in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance and injunction, are discretionary and may not be ordered.

ARTICLE 4 CLOSING ARRANGEMENTS

- 4.1 Closing.** The sale and purchase of the Purchased Shares shall be closed at the offices of Leviathan's legal counsel, Garfinkle Biderman LLP, Suite 801 - 1 Adelaide Street East, Toronto, Ontario, M5C 2V9 on the Closing Date.
- 4.2 Delivery by Seller on the Closing Date.** On the Closing Date the Seller shall deliver, or cause to be delivered:
- (a) Share certificates representing the Purchased Shares owned by the Seller, together with one or more medallion signature guaranteed stock power of attorney authorizing the transfer of the Purchased Shares owned by the Seller;
 - (b) duly executed resignation and release with respect to Dean Bethune;
 - (c) all such other assurances, consents, agreements, documents and instruments as may be reasonably required by Tirthankar to complete the transactions provided for in this Agreement, all of which shall be in form and substance satisfactory to Tirthankar, acting reasonably.

ARTICLE 5 CONDITIONS OF CLOSING

- 5.1 Purchaser's Conditions.** The obligation of Tirthankar to consummate the transactions to be performed by it in connection with this Agreement is subject to satisfaction of the following conditions:
- (1) *Representations and Warranties.* The representations, warranties, and covenants of the Seller in Section 3.1 shall have been true and correct in all respects as of the date of this Agreement and shall be true and correct in all material respects at the Closing as if made on the Closing Date.
 - (2) *Compliance.* The Seller shall have performed and complied with all of the terms and conditions in this Agreement on their part to be performed or complied with at or before the Closing Time, and shall have executed and delivered or caused to have been executed and delivered to Tirthankar at the Closing all the documents contemplated in this Agreement.
- 5.2 Condition Not Fulfilled.** If any condition in Section 5.1 has not been fulfilled at or before the Closing Time or if any such condition is or becomes impossible to satisfy, then Tirthankar, in its sole discretion, may, without limiting any rights or remedies available, either terminate this Agreement by notice to the Seller, or waive compliance with any such condition without prejudice to its right of termination in the event of non-fulfilment of any other condition.
- 5.3 Sellers' Conditions.** The obligation of the Seller to consummate the transactions to be performed by them in connection with this Agreement is subject to satisfaction of the following conditions:
- (1) *Representations and Warranties.* The representations and warranties of Tirthankar in Section 3.2 shall have been true and correct in all respects as of the date of this Agreement and shall be true and correct in all material respects at the Closing as if made on the Closing Date.

- (2) *Compliance.* The Purchaser shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before the Closing Time, and shall have executed and delivered or caused to have been executed and delivered to the Seller at the Closing all the documents contemplated in this Agreement.

5.4 Condition Not Fulfilled. If any condition in Section 5.3 has not been fulfilled at or before the Closing Time or if any such condition is or becomes impossible to satisfy, then the Seller, in their sole discretion, may, without limiting any rights or remedies available, either terminate this Agreement by notice to Tirthankar, or waive compliance with any such condition without prejudice to their right of termination in the event of non-fulfilment of any other condition.

ARTICLE 6 TERMINATION

6.1 Grounds for Termination. This Agreement may be terminated on or prior to the Closing Date:

- (a) by the mutual written agreement of the Seller and Tirthankar;
- (b) by either Tirthankar or the Seller if after the date of this Agreement, any Applicable Law is enacted, made, enforced or amended, as applicable, that makes the consummation of the transactions contemplated by this Agreement illegal or otherwise permanently prohibits or enjoins the Seller or Tirthankar from consummating the same, and such Applicable Law or injunction will have become final and non-appealable;
- (c) by written notice from Tirthankar to the Seller as permitted in Section 5.2; or
- (d) by written notice from the Seller to Tirthankar as permitted in Section 5.4.

ARTICLE 8 GENERAL

8.1 Expenses. Each Party shall be responsible for all costs and expenses incurred by it in connection with this Agreement.

8.2 Independent Legal Advice. The Seller and Purchaser acknowledge that they have been advised to obtain independent legal advice as this Agreement was prepared by Garfinkle Biderman LLP, counsel solely for Leviathan.

8.3 Currency. All dollar amounts referred to in this Agreement are stated in Canadian Dollars.

8.4 Time of Essence. Time shall be of the essence of this Agreement in all respects.

8.5 Further Assurances. Each Party shall from time to time promptly execute and deliver or cause to be executed and delivered all such further documents and instruments and shall do or cause to be done all such further acts and things in connection with this Agreement that another Party may reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement or any provision hereof.

8.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors, legal personal representatives, and permitted assigns, as the case may be.

8.7 Amendment. No amendment of this Agreement shall be effective unless made in writing and signed by

the Parties. A waiver of any default, breach or non-compliance under this Agreement shall not be effective unless in writing and signed by the Party granting the waiver. No Party may assign this Agreement without the prior written consent of the other Parties.

8.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in such Province and this Agreement shall be treated, in all respects, as an Ontario contract. Each of the Parties hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario in respect of all matters arising under and in relation to this Agreement.

8.9 Counterparts. This Agreement may be executed in counterparts and/or by electronic means, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

DT INVESTMENTS INC.

By: _____
Name:
Title:

TIRTHANKAR LTD.

By: _____
Name:
Title:

LEVIATHAN NATURAL PRODUCTS INC.

By: _____
Name:
Title:

Schedule "A"
Lock-Up Agreement

LOCK-UP AGREEMENT

_____, 2021

Leviathan Natural Products Inc. (“Acquiror”)

Re: Acquisition Shares Lock-up Agreement

1. The undersigned (the “Securityholder”) has entered into a share purchase agreement (the “Share Exchange Agreement”) with Acquiror and Tirthankar Ltd on [●], 2021, whereby the undersigned has received 750,000 shares of the Acquiror (the “Acquisition Shares”) as consideration for Acquiror acquiring all of the issued and outstanding shares of T Cannabis NW Inc. held by the undersigned (the “Acquisition”) and that it is a condition to the completion of the Acquisition that the Securityholder enter into this lock-up agreement.

2. In consideration of the benefit that the Acquisition will confer upon the Securityholder, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Securityholder hereby agrees not to, directly or indirectly, offer, sell, contract to sell, loan, hypothecate, pledge, grant or sell any option for the purchase of, or otherwise dispose of or transfer any securities of Acquiror, along with any securities resulting from any reconstitution, conversion, exercise or exchange of such securities of Acquiror prior to completion of the Acquisition, the (“Subject Securities”), or agree to or publicly announce any intention to do any of the foregoing, without the prior written consent of Acquiror, any such consent to be at the sole discretion of Acquiror, for a period commencing as of the date hereof and ending on the date that is three (3) years following the completion date of the Acquisition (the completion date of the Acquisition is herein referred to as the “Effective Date”), subject to the exceptions set forth below.

3. The foregoing restrictions and covenants in Section 2 shall cease to apply to the following number of Subject Securities effective as of the following dates (each, a “Release Date”) (rounded down in each case to the nearest whole number):

Release Date	Percentage of Subject Securities to be Released
12 month following the Effective Date	33.34%
24 months following the Effective Date	33.33%
36 months following the Effective Date	33.33%

4. The foregoing restrictions and covenants in Section 2 shall not apply to (a) transfers occurring by operation of law, provided, in each case that any transferee shall first execute and deliver to Acquiror a lock-up agreement in substantially the form hereof, as approved by Acquiror prior to the execution and delivery thereof to Acquiror, as a condition to completion of any such transfer without the consent of Acquiror, (b) transactions completed by the Securityholder pursuant to the Acquisition, and (c) transfers made by the Securityholder pursuant to a *bona fide* take-over bid, arrangement or similar transaction involving a change of control of Acquiror made generally to or involving all holders of equity securities of Acquiror after the Effective Date, provided that in the event the take-over bid or acquisition transaction is not completed in respect of the Subject Securities, the Securityholder and the Subject Securities shall remain subject to the restrictions and covenants contained in Section 2.

5. The Securityholder hereby agrees and covenants to execute and deliver any supplementary documentation requested by either Addressee reflecting restrictions and covenants binding on the Securityholder that are substantially consistent with this lock-up agreement.

6. The Securityholder hereby acknowledges and agrees that the Acquiror, at its discretion, may place restrictive legends on any of the Subject Securities to evidence the restrictions and covenants contained in this lock-up agreement without any further act or approval on the part of the Securityholder. The Securityholder hereby agrees and consents to the entry of stop transfer restrictions with Acquiror's transfer agent and registrar, or the equivalent, against the disposition or transfer of the Subject Securities contrary to the provisions of this lock-up agreement without any further act or approval on the part of the Securityholder.

8. The Securityholder hereby represents and warrants that the Securityholder has power and authority to enter into this lock-up agreement. The Securityholder further understands that this lock-up agreement shall be binding upon the Securityholder's legal representatives, heirs, successors, and permitted assigns, and shall enure to the benefit of Acquiror and their legal representatives, successors and assigns and shall survive the death, disability, incapacity, dissolution, winding-up or amalgamation of the Securityholder.

9. This lock-up agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein and may be executed by facsimile or PDF signature and as so executed shall constitute an original.

Very truly yours,

DT INVESTMENTS INC.

By: _____

Name:

Title:

SCHEDULE "E"
KEY EMPLOYMENT/CONSULTING TERMS

(see attached)

Name:	Harshil Chovatiya
Title:	Operations & IT Manager
Start Date:	August 7, 2020
Governing Document:	N/A
Salary:	\$65,000/annum
Vacation:	As provided under the <i>Employment Standards Act, 2000</i> , S.O. 2000, c. 41 (the “ Act ”)
Signing Bonus:	The Purchaser shall issue the employee 150,000 Purchaser Common Shares (the “ Bonus Shares ”) upon the execution of the employment contract between the Purchaser and the employee. The Bonus Shares shall be subject to a lock-up agreement having substantially the same release schedule as included in the form attached as Schedule “A” to the Share Exchange Agreement.
Severance on Termination by the Company without Cause or a Termination by the Executive for Good Reason:	As provided under the Act.
Non-Solicit:	Yes
Non-Compete:	Yes
Confidentiality:	Yes
Benefit and Bonus Plan:	N/A
Governing Law:	Ontario

Name:	Akhil Bhasin
Title:	Acton & Beamsville Store Manager
Start Date:	August 7, 2020
Governing Document:	Employment Contract
Salary:	\$65,000/annum
Vacation:	As provided under the Act
Signing Bonus:	The Purchaser shall issue the employee 100,000 Purchaser Common Shares (the “ Bonus Shares ”) upon the completion of both (i) the execution of the employment contract between the Purchaser and the employee; and (ii) the transfer of all of the shares of T Cannabis W to the Vendor for nominal consideration. The Bonus Shares shall be subject to a lock-up agreement having substantially the same release schedule as included in the form attached as Schedule “A” to the Share Exchange Agreement.
Severance on Termination by the Company without Cause or a Termination by the Executive for Good Reason:	As provided under the Act
Non-Solicit:	Yes
Non-Compete:	Yes
Confidentiality:	Yes
Benefit and Bonus Plan:	N/A
Governing Law:	Ontario

Name:	Nisarg Vrajlal
Title:	Training Manager
Start Date:	On the Closing Date.
Governing Document:	Employment Contract
Salary:	\$65,000/annum
Vacation:	As provided under the Act
Severance on Termination by the Company without Cause or a Termination by the Executive for Good Reason:	As provided under the Act
Non-Solicit:	Yes, for a period of two years.
Confidentiality:	Yes
Benefit and Bonus Plan:	Yes
Governing Law:	Ontario

SHARE PURCHASE AGREEMENT

THIS AGREEMENT entered into as of October 22, 2021 by and between Tirthankar Ltd. (“**Tirthankar**”), DT Investments 2019 Inc. (the “**Seller**”), and Leviathan Natural Products Inc. (“**Leviathan**”).

This Agreement contemplates a transaction (the “**Transaction**”) whereby Leviathan will purchase from the Seller, and the Seller will sell to Leviathan, 100% of the Seller’s shareholdings (the “**Purchased Shares**”) in T Cannabis NW Inc. (the “**Corporation**”), pursuant to the terms and conditions herein.

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each Party, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions. In this Agreement:

“**Affiliate**” has the meaning ascribed thereto in section 1(4) of the *Business Corporations Act* (Ontario).

“**Agreement**” means this share purchase agreement.

“**Applicable Law**” means any statute, law, ordinance, regulation, rule, instrument, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

“**Business Day**” means any day except Saturday, Sunday or any day on which banks are generally not open for business in the City of Toronto, Ontario, Canada.

“**Class A Common Shares**” means the Class A common shares in the capital of the Corporation.

“**Class C Common Shares**” means the Class C common shares in the capital of the Corporation.

“**Closing**” means the closing of the Transaction which shall take place at 4:00 p.m. (Toronto) on the Closing Date.

“**Closing Date**” has the meaning ascribed thereto in the Share Exchange Agreement.

“**Closing Time**” means five (5) minutes prior to the closing time of the transactions contemplated by the Share Exchange Agreement.

“**Consideration**” has the meaning ascribed to it in Section 2.2.

“**Common Shares**” means collectively the Class A Common Shares and the Class C Common Shares.

“**Encumbrance**” means any and all liens, encumbrances, charges, mortgages, pledges, security interests, hypothecations, easements, rights-of-way, third party claims or other encumbrances.

“**Governmental Authority**” means: (i) any domestic or foreign government, whether national, federal, provincial, state, territorial, regional, municipal or local (whether administrative, legislative, executive or otherwise); (ii) any subdivision or authority of the above; and (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above.

“**Income Tax Act**” means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supplement) and the regulations thereunder, as amended from time to time.

“**Leviathan**” has the meaning ascribed to it in the recitals.

“**Leviathan Share Consideration**” has the meaning ascribed to it in Section 2.2.

“**Lock-Up Agreement**” has the meaning ascribed to it in Section 2.3.

“**Order**” means any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority.

“**Party**” means a party to this Agreement and any reference to a Party includes its successors and permitted assigns, and “**Parties**” means every Party.

“**Person**” is to be broadly interpreted and includes an individual, a corporation, a partnership, a trust, an unincorporated organization, a Governmental Authority, and the executors, administrators or other legal representatives of an individual in such capacity.

“**Purchase Price**” has the meaning ascribed to it in Section 2.2.

“**Purchased Shares**” has the meaning ascribed to it in the recitals of this Agreement.

“**QSBC**” means Qualified Small Business Corporation

“**Regulatory Approval**” means any approval, consent, ruling, authorization, notice, sanction, order, exemption, permit or acknowledgement that may be required from any Governmental Authority pursuant to Applicable Law or under the terms of any licence or the conditions of any Order in connection with the transactions contemplated hereby.

“**Section 85**” means provisions set out in Subsection 85 of the Income Tax Act.

“**SEDAR**” means the computer system for the transmission, receipt, acceptance, review and dissemination of documents filed in electronic format known as the System for Electronic Document Analysis and Retrieval.

“**Share Exchange Agreement**” means the share exchange agreement entered into by Leviathan and Purchaser on October 22, 2021.

“**Shareholder Loan**” means the \$293,500 interest-free loan advanced by the Seller to the Corporation.

ARTICLE 2 PURCHASE OF SHARES

2.1 Transaction. On and subject to the terms of this Agreement, the Seller agrees to sell and Leviathan agrees to purchase on the Closing Date the Purchased Shares.

2.2 Purchase Price. At Closing, Leviathan agrees to pay the Seller the aggregate of \$500,000 for the Purchased Shares and Shareholder Loan (the “**Purchase Price**”), as follows:

- (a) In Consideration for the Purchased Shares, the Seller shall receive 344,167 common shares of Leviathan at a deemed price of \$0.60 equal to \$206,500 (the “**Leviathan Share Consideration**”).
- (b) In consideration for assignment of the Shareholder Loan, the Seller shall receive the aggregate of \$50,000 (the “**Cash Consideration**”) and 405,833 common shares of Leviathan at a deemed price of \$0.60 equal to \$293,500 (the “**Loan Share Consideration**”, together with the Leviathan Share Consideration, the “**Share Consideration**”)

2.1 Lock-Up. On the Closing Date, the Seller shall enter into a lock-up agreement with Leviathan in the form attached as Schedule “A”, (the “**Lock-Up Agreement**”).

2.2 Section 85 Rollover. It is the intention of the Seller, Tirthankar and Leviathan that the sale of the property will be effected as a “rollover” pursuant to Section 85 with the intent that the Seller will not be liable for the immediate payment of income tax in Canada with respect to the Share Consideration; rather the Seller shall obtain a tax deferral with respect to the Share Consideration until such time as the Seller sells transfers or otherwise disposes of the Share Consideration. The Purchaser and Leviathan hereby confirm and agree that they shall, following the completion date, execute such additional documents and agreements as may be reasonably required by the Seller in order to allow the Seller to prepare and file all necessary documents with the Canada Revenue Agency (“**CRA**”) to evidence the election to effect the purchase and sale of the property as a tax-deferred transaction under Section 85.

ARTICLE 3 REPRESENTATIONS, WARRANTIES, AND COVENANTS

3.1 Representations, Warranties, and Covenants of the Seller. The Seller represents, warrants, and covenants to Tirthankar that the following statements are correct and complete as of the date hereof and as of the Closing Date:

(1) *Incorporation and Corporate Power.* The Seller is a corporation incorporated, organized and subsisting under the laws of the jurisdiction of its incorporation. The Seller has the corporate power, authority and capacity to own and operate its property and carry on its business and to execute and deliver this Agreement and all other agreements and instruments to be executed by it as contemplated herein and to perform its obligations under all such agreements and instruments, and no other corporate or similar proceedings on the part of the Seller are necessary to authorize this Agreement or to consummate the Transaction. This Agreement has been duly and validly executed and delivered by the Seller and (assuming due authorization, execution and delivery by the Seller) constitutes a legal, valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency (including all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting creditors’ rights generally and subject to the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity).

(2) *Authorization.* The Seller has the full right, power, and authorization, or the necessary capacity, as the case may be, to execute and deliver this Agreement and to perform its obligations hereunder (including without limitation to sell, assign, transfer and deliver the Purchased Shares in the manner provided in this Agreement). This Agreement has been duly and validly authorized, executed and delivered by, and constitutes a valid and binding obligation of, the Seller, enforceable in accordance with the terms hereof. The Seller need not give any notice to, make any filing with, or obtain any authorization, consent, or approval from the Corporation or any governmental or regulatory authority in order to consummate the Transaction.

(3) *Good Standing.* The Corporation is in good standing in the province of Ontario and, to the knowledge of the Seller, is not currently in default of any requirement of the Applicable Law of the Province of Ontario and the regulatory instruments of the Ontario Securities Commission.

(4) *No Conflict and Required Filings and Consents.* The execution and delivery of this Agreement by the Seller do not, and the performance of this Agreement by the Seller, and the consummation of the Transaction, will not, (a) conflict with or violate the certificate of incorporation or bylaws or other equivalent organizational documents of the Seller, or (b) assuming all consents, approvals, authorizations and other necessary actions have been obtained or taken and all necessary filings and obligations have been made or satisfied, conflict with or violate any Applicable Law to the Seller or by which any property or asset of the Seller is bound or affected, except, with respect to clause (a), for any such conflicts, violations, breaches, defaults or other occurrences which would not, individually or in the aggregate, materially adversely affect the ability of the Seller to carry out its obligations under, and to consummate the Transaction contemplated by, this Agreement.

(5) *Enforceability of Obligations.* This Agreement constitutes a valid and binding obligation

of the Seller enforceable against the Seller in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance and injunction, are discretionary and may not be ordered.

(6) *Ownership of Shares.* The Seller is the registered and beneficial holder of the Purchased Shares with good and marketable title thereto, free and clear of all Encumbrances, and no Person has any written or oral agreement, option or warrant or any right or privilege capable of becoming such for the purchase or acquisition from the Seller of any of the Purchased Shares.

(7) *Title to Shareholder Loan.* The Seller is, and at Closing will be, the legal and beneficial owner of the Shareholder Loan, and has, and at Closing will have, good title to it, free and clear of any Encumbrance. At Closing, the Seller will have the absolute and exclusive right to sell the Shareholder Loan to Tirthankar as contemplated by this Agreement.

(8) *No Loans or Guarantees.* Aside from the Shareholder Loan, the Seller has not made any loans to or guaranteed the obligations of any Person and the Seller is not indebted to the Corporation, nor its directors, officers, employees or consultants and any of its shareholders, or to any Person not dealing at arm's length with any of the foregoing.

(9) *Bankruptcy, Insolvency and Reorganization.* Neither the Corporation nor the Seller are insolvent persons within the meaning of the *Bankruptcy and Insolvency Act* (Canada) or any Applicable Law of similar effect, nor have the Corporation or the Seller made an assignment in favour of their creditors nor a proposal in bankruptcy to their creditors or any class thereof, nor have they had any petition for a receiving order presented in respect of them.

(10) *Residence.* The Seller is not a non-resident of Canada for purposes of section 116 of the Income Tax Act.

(11) *Absence of Proceedings.* To the knowledge of the Seller, the Corporation is not engaged in any litigation, arbitration, prosecution or other legal proceedings, and no such proceedings have been threatened and, having made reasonable enquiries, there are no facts known or which ought to be known to the Seller and which are not known to Tirthankar which are likely to give rise to the same.

3.2 Representations and Warranties of Tirthankar. The Purchaser represents and warrants to the Seller that the following statements are correct and complete as of the date hereof and as of the Closing Date:

(1) *Incorporation and Corporate Power.* The Purchaser is a corporation incorporated, organized and subsisting under the laws of the jurisdiction of its incorporation. The Purchaser has the corporate power, authority and capacity to own and operate its property and carry on its business and to execute and deliver this Agreement and all other agreements and instruments to be executed by it as contemplated herein and to perform its obligations under all such agreements and instruments, and no other corporate or similar proceedings on the part of Tirthankar are necessary to authorize this Agreement or to consummate the Transaction. This Agreement has been duly and validly executed and delivered by Tirthankar and (assuming due authorization, execution and delivery by the Seller) constitutes a legal, valid and binding obligation of Tirthankar, enforceable against Tirthankar in accordance with its terms, subject to the effect of any applicable bankruptcy, insolvency (including all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting creditors' rights generally and subject to the effect of general principles of equity (regardless of whether considered in a proceeding at law or in equity).

(2) *Authorization.* The execution and delivery of this Agreement, and all other agreements and instruments to be executed by Tirthankar as contemplated herein, and the completion of the transactions contemplated hereby and thereby, have been duly authorized by all necessary corporate action on the part of Tirthankar.

(3) *Enforceability of Obligations.* This Agreement constitutes a valid and binding obligation of Tirthankar enforceable against Tirthankar in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance and injunction, are discretionary and may not be ordered.

ARTICLE 4 CLOSING ARRANGEMENTS

- 4.1 Closing.** The sale and purchase of the Purchased Shares shall be closed at the offices of Leviathan's legal counsel, Garfinkle Biderman LLP, Suite 801 - 1 Adelaide Street East, Toronto, Ontario, M5C 2V9 on the Closing Date.
- 4.2 Delivery by Seller on the Closing Date.** On the Closing Date the Seller shall deliver, or cause to be delivered:
- (a) Share certificates representing the Purchased Shares owned by the Seller, together with one or more medallion signature guaranteed stock power of attorney authorizing the transfer of the Purchased Shares owned by the Seller;
 - (b) duly executed resignation and release with respect to Dean Bethune;
 - (c) all such other assurances, consents, agreements, documents and instruments as may be reasonably required by Tirthankar to complete the transactions provided for in this Agreement, all of which shall be in form and substance satisfactory to Tirthankar, acting reasonably.

ARTICLE 5 CONDITIONS OF CLOSING

- 5.1 Purchaser's Conditions.** The obligation of Tirthankar to consummate the transactions to be performed by it in connection with this Agreement is subject to satisfaction of the following conditions:
- (1) *Representations and Warranties.* The representations, warranties, and covenants of the Seller in Section 3.1 shall have been true and correct in all respects as of the date of this Agreement and shall be true and correct in all material respects at the Closing as if made on the Closing Date.
 - (2) *Compliance.* The Seller shall have performed and complied with all of the terms and conditions in this Agreement on their part to be performed or complied with at or before the Closing Time, and shall have executed and delivered or caused to have been executed and delivered to Tirthankar at the Closing all the documents contemplated in this Agreement.
- 5.2 Condition Not Fulfilled.** If any condition in Section 5.1 has not been fulfilled at or before the Closing Time or if any such condition is or becomes impossible to satisfy, then Tirthankar, in its sole discretion, may, without limiting any rights or remedies available, either terminate this Agreement by notice to the Seller, or waive compliance with any such condition without prejudice to its right of termination in the event of non-fulfilment of any other condition.
- 5.3 Sellers' Conditions.** The obligation of the Seller to consummate the transactions to be performed by them in connection with this Agreement is subject to satisfaction of the following conditions:
- (1) *Representations and Warranties.* The representations and warranties of Tirthankar in Section 3.2 shall have been true and correct in all respects as of the date of this Agreement and shall be true and correct in all material respects at the Closing as if made on the Closing Date.

- (2) *Compliance.* The Purchaser shall have performed and complied with all of the terms and conditions in this Agreement on its part to be performed or complied with at or before the Closing Time, and shall have executed and delivered or caused to have been executed and delivered to the Seller at the Closing all the documents contemplated in this Agreement.

5.4 Condition Not Fulfilled. If any condition in Section 5.3 has not been fulfilled at or before the Closing Time or if any such condition is or becomes impossible to satisfy, then the Seller, in their sole discretion, may, without limiting any rights or remedies available, either terminate this Agreement by notice to Tirthankar, or waive compliance with any such condition without prejudice to their right of termination in the event of non-fulfilment of any other condition.

ARTICLE 6 TERMINATION

6.1 Grounds for Termination. This Agreement may be terminated on or prior to the Closing Date:

- (a) by the mutual written agreement of the Seller and Tirthankar;
- (b) by either Tirthankar or the Seller if after the date of this Agreement, any Applicable Law is enacted, made, enforced or amended, as applicable, that makes the consummation of the transactions contemplated by this Agreement illegal or otherwise permanently prohibits or enjoins the Seller or Tirthankar from consummating the same, and such Applicable Law or injunction will have become final and non-appealable;
- (c) by written notice from Tirthankar to the Seller as permitted in Section 5.2; or
- (d) by written notice from the Seller to Tirthankar as permitted in Section 5.4.

ARTICLE 8 GENERAL

8.1 Expenses. Each Party shall be responsible for all costs and expenses incurred by it in connection with this Agreement.

8.2 Independent Legal Advice. The Seller and Purchaser acknowledge that they have been advised to obtain independent legal advice as this Agreement was prepared by Garfinkle Biderman LLP, counsel solely for Leviathan.

8.3 Currency. All dollar amounts referred to in this Agreement are stated in Canadian Dollars.

8.4 Time of Essence. Time shall be of the essence of this Agreement in all respects.

8.5 Further Assurances. Each Party shall from time to time promptly execute and deliver or cause to be executed and delivered all such further documents and instruments and shall do or cause to be done all such further acts and things in connection with this Agreement that another Party may reasonably require as being necessary or desirable in order to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement or any provision hereof.

8.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors, legal personal representatives, and permitted assigns, as the case may be.

8.7 Amendment. No amendment of this Agreement shall be effective unless made in writing and signed by

the Parties. A waiver of any default, breach or non-compliance under this Agreement shall not be effective unless in writing and signed by the Party granting the waiver. No Party may assign this Agreement without the prior written consent of the other Parties.

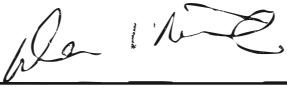
8.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in such Province and this Agreement shall be treated, in all respects, as an Ontario contract. Each of the Parties hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario in respect of all matters arising under and in relation to this Agreement.

8.9 Counterparts. This Agreement may be executed in counterparts and/or by electronic means, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

DT INVESTMENTS INC.

By: 
Name:
Title:

TIRTHANKAR LTD.

By: 
Name:
Title:

By: 
Name: Martin J. Doane
Title: Chief Executive Officer and Director

Schedule "A"
Lock-Up Agreement

(See attached)

LOCK-UP AGREEMENT

_____, 2021

Leviathan Natural Products Inc. (“Acquiror”)

Re: Acquisition Shares Lock-up Agreement

1. The undersigned (the “Securityholder”) has entered into a share purchase agreement (the “Share Exchange Agreement”) with Acquiror and Tirthankar Ltd on October 22, 2021, whereby the undersigned has received 750,000 shares of the Acquiror (the “Acquisition Shares”) as consideration for Acquiror acquiring all of the issued and outstanding shares of T Cannabis NW Inc. held by the undersigned (the “Acquisition”) and that it is a condition to the completion of the Acquisition that the Securityholder enter into this lock-up agreement.

2. In consideration of the benefit that the Acquisition will confer upon the Securityholder, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Securityholder hereby agrees not to, directly or indirectly, offer, sell, contract to sell, loan, hypothecate, pledge, grant or sell any option for the purchase of, or otherwise dispose of or transfer any securities of Acquiror, along with any securities resulting from any reconstitution, conversion, exercise or exchange of such securities of Acquiror prior to completion of the Acquisition, the (“Subject Securities”), or agree to or publicly announce any intention to do any of the foregoing, without the prior written consent of Acquiror, any such consent to be at the sole discretion of Acquiror, for a period commencing as of the date hereof and ending on the date that is three (3) years following the completion date of the Acquisition (the completion date of the Acquisition is herein referred to as the “Effective Date”), subject to the exceptions set forth below.

3. The foregoing restrictions and covenants in Section 2 shall cease to apply to the following number of Subject Securities effective as of the following dates (each, a “Release Date”) (rounded down in each case to the nearest whole number):

Release Date	Percentage of Subject Securities to be Released
12 month following the Effective Date	33.34%
24 months following the Effective Date	33.33%
36 months following the Effective Date	33.33%

4. The foregoing restrictions and covenants in Section 2 shall not apply to (a) transfers occurring by operation of law, provided, in each case that any transferee shall first execute and deliver to Acquiror a lock-up agreement in substantially the form hereof, as approved by Acquiror prior to the execution and delivery thereof to Acquiror, as a condition to completion of any such transfer without the consent of Acquiror, (b) transactions completed by the Securityholder pursuant to the Acquisition, and (c) transfers made by the Securityholder pursuant to a *bona fide* take-over bid, arrangement or similar transaction involving a change of control of Acquiror made generally to or involving all holders of equity securities of Acquiror after the Effective Date, provided that in the event the take-over bid or acquisition transaction is not completed in respect of the Subject Securities, the Securityholder and the Subject Securities shall remain subject to the restrictions and covenants contained in Section 2.

5. The Securityholder hereby agrees and covenants to execute and deliver any supplementary documentation requested by either Addressee reflecting restrictions and covenants binding on the Securityholder that are substantially consistent with this lock-up agreement.

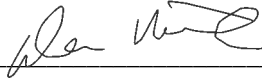
6. The Securityholder hereby acknowledges and agrees that the Acquiror, at its discretion, may place restrictive legends on any of the Subject Securities to evidence the restrictions and covenants contained in this lock-up agreement without any further act or approval on the part of the Securityholder. The Securityholder hereby agrees and consents to the entry of stop transfer restrictions with Acquiror's transfer agent and registrar, or the equivalent, against the disposition or transfer of the Subject Securities contrary to the provisions of this lock-up agreement without any further act or approval on the part of the Securityholder.

8. The Securityholder hereby represents and warrants that the Securityholder has power and authority to enter into this lock-up agreement. The Securityholder further understands that this lock-up agreement shall be binding upon the Securityholder's legal representatives, heirs, successors, and permitted assigns, and shall enure to the benefit of Acquiror and their legal representatives, successors and assigns and shall survive the death, disability, incapacity, dissolution, winding-up or amalgamation of the Securityholder.

9. This lock-up agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein and may be executed by facsimile or PDF signature and as so executed shall constitute an original.

Very truly yours,

DT INVESTMENTS INC.

By:  _____
Name:
Title: