

AMENDED AND RESTATED VOLUNTARY COMMON SHARE POOLING AGREEMENT

This Amended and Restated Voluntary Common Share Pooling Agreement (the “**Agreement**”) is made effective July 10, 2019.

AMONG:

CHRISTINA LAKE CANNABIS CORP., a company incorporated under the laws of British Columbia and having an office at 810 – 789 West Pender Street, Vancouver, BC V6C 1H2

(the “**Company**”)

AND:

The undersigned shareholders of the Company, listed in the attached Schedule “A” and Schedule “B”

(each a “**Shareholder**”)

AND:

NATIONAL SECURITIES ADMINISTRATORS LTD.

a company incorporated under the laws of British Columbia and having an office at 760-777 Hornby Street, Vancouver, BC, V6Z 1S4

(the “**Pooling Agent**”)

WHEREAS pursuant to subscription agreements between each of the Shareholders and the Company (the “**Subscription Agreements**”) dated on or about October 18, 2018, each Shareholder acquired units (“**Units**”) comprised of common shares in the capital of the Company (“**Common Shares**”) in the amount set opposite each Shareholder’s name in Schedule “A” (the “**Initial Shares**”) and half transferable common share purchase warrants (each whole common share purchase warrant being a “**Warrant**”) issued at a price of \$0.04 per Unit.

AND WHEREAS each Warrant is exercisable for a period of four years from issuance to acquire one additional Common Share per Warrant at an exercise price of \$0.09 per Common Share.

AND WHEREAS each Shareholder pooled all of their Initial Shares and Warrants pursuant to a Voluntary Common Share Pooling Agreement dated October 18, 2018 between the Company, the Shareholders and the Pooling Agent (the “**Initial Pooling Agreement**”)

AND WHEREAS each Shareholder has been issued Common Shares in the amount set opposite each Shareholder’s name in Schedule “B” (the “**Incentive Shares**”) as consideration for valuable employment services received from the Shareholders, in addition

to the standard services provided under their respective employment agreements, that are reflected in the attainment of certain milestones in the Company's development, including, without limitation, the substantial completion of construction of the Company's Christina Lake cultivation facility, at a deemed price of \$0.04 per Incentive Share;

AND WHEREAS the Incentive Shares have been issued based on the premise that they will be released from a voluntary pooling agreement upon receipt of a standard processing license or similar license issued by Health Canada or its successor ("SPL");

AND WHEREAS the Company, the Shareholders and the Pooling Agent wish to amend and restate the Initial Pooling Agreement in its entirety and to enter into this agreement to: (i) release the Warrants from the Initial Pooling Agreement; and (ii) to set forth the terms and conditions applicable to pooling of the Initial Shares and the Incentive Shares.

NOW THEREFORE, in consideration of the mutual covenants and agreement herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties covenant and agree as follows:

1. The Shareholders hereby acknowledge and agree that the certificates representing the Initial Shares delivered to the Pooling Agent under the Initial Pooling Agreement are to remain held by the Pooling Agent under this Agreement and released to the Shareholders on the following basis:

The Initial Shares shall be released: (a) 24 months following October 18, 2018; (b) in the event of a business combination pursuant to Section 8; or (c) in the event of a fundamental change pursuant to Section 9.	100% of the Initial Shares deposited under this Agreement.
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2. If a Shareholder's employment with the Company ends for any reason, including Good Reason, within two years from October 18, 2018, the Company shall be eligible to repurchase the Initial Shares from the Shareholder at the original issuance price of \$0.04 per Initial Share.

3. Each Shareholder hereby agrees with the Pooling Agent that it will deliver or cause to be delivered to the Pooling Agent, a certificate or certificates representing all of the Incentive Shares that the Shareholder will receive or has received, which Incentive Shares are to be held by the Pooling Agent and released, to such Shareholder on the following basis:

The Incentive Shares shall be released: (a) upon receipt by the Company of the SPL, as evidence by delivery by any party hereto to the Pooling Agent of satisfactory proof of the issuance of the	100% of the Incentive Shares deposited under this Agreement.
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SPL; (b) in the event of a business combination pursuant to Section 8; or (c) in the event of a fundamental change pursuant to Section 9.	
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4. Each Shareholder shall be entitled, from time to time, to a letter or receipt from the Pooling Agent stating the number of the Common Shares represented by a certificate or certificates held for the Shareholder by the Pooling Agent, subject to the terms of this Agreement, but such letter or receipt shall not be assignable.

5. If, during the period in which any of the Shareholder's Common Shares are retained in trust pursuant hereto, the Shareholder shall be entitled to vote such Common Shares at any meeting of the shareholders of the Company held during such period.

6. Each Shareholder shall not sell, deal in, assign, transfer in any manner whatsoever, or agree to sell, deal in, assign or transfer in any manner whatsoever, any of the Shareholder's Initial Shares or Incentive Shares and the Pooling Agent shall not accept or acknowledge any transfer, assignment, declaration of trust or any other document evidencing a change in legal and beneficial ownership of or interest in the Shareholder's Initial Shares or Incentive Shares, prior to the release of such Initial Shares or Incentive Shares, as applicable, in accordance with the terms of this Agreement, except as may be required by reason of the death or bankruptcy of the Shareholder, in which case the Pooling Agent shall hold the certificate or certificates for the Shareholder's Common Shares subject to this Agreement for whatever person or persons, firm or corporation may thus become legally entitled thereto.

7. If, during the period in which any of the Shareholders' Initial Shares or Incentive Shares are retained in trust pursuant hereto, any dividend, other than a dividend paid in common shares of the Company, is received by the Pooling Agent in respect of the Shareholders' Initial Shares or Incentive Shares, such dividend shall be paid or transferred forthwith to the Shareholder(s) entitled thereto. Any common shares of the Company received by way of dividend in respect of the Shareholders' Initial Shares or Incentive Shares shall be dealt with as if they were Common Shares of the Shareholder(s) subject to this Agreement.

8. Business Combinations

(a) This Part applies to the following **(business combinations)**:

- (i) a formal take-over bid for all outstanding equity securities of the Company or which, if successful, would result in a change of control of the Company;
- (ii) a formal issuer bid for all outstanding equity securities of the Company;
- (iii) a statutory arrangement;
- (iv) an amalgamation;

- (v) a merger; and
 - (vi) a reorganization that has an effect similar to an amalgamation or merger.
- (b) Each Shareholder may tender its Initial Shares and/or Incentive Shares to a person or company in a business combination. At least five business days prior to the date the Initial Shares and/or Incentive Shares must be tendered under the business combination, such Shareholder must deliver to the Pooling Agent:
- (i) a written direction signed by such Shareholder that directs the Pooling Agent to deliver to the depository under the business combination any share certificates or other evidence of the Initial Shares and/or Incentive Shares and a completed and executed cover letter or similar document and, where required, transfer power of attorney completed and executed for transfer in accordance with the requirements of the depository, and any other documentation specified or provided by the Shareholder and required to be delivered to the depository under the business combination; and
 - (ii) any other information concerning the business combination as the Pooling Agent may reasonably request.
- (c) As soon as reasonably practicable, and in any event no later than three business days after the Pooling Agent receives the documents and information required under Section 8(b), the Pooling Agent will deliver to the depository, in accordance with the direction, any share certificates or other evidence of the securities, and a letter addressed to the depository that:
- (i) identifies the securities that are being tendered;
 - (ii) states that the securities are held in a pool;
 - (iii) states that the securities are delivered only for the purposes of the business combination and that they will be released from the pool only in accordance with this Agreement;
 - (iv) if any share certificates or other evidence of the securities have been delivered to the depository, requires the depository to return to the Pooling Agent, as soon as practicable, any share certificates or other evidence of securities that are not released from pool into the business combination; and
 - (v) where applicable, requires the depository to deliver or cause to be delivered to the Pooling Agent, as soon as practicable, any share certificates or other evidence of additional securities that the Shareholder acquires under the business combination.

- (d) The Pooling Agent will release from the pool the tendered securities when the Pooling Agent receives a declaration signed by the depository or, if the direction identifies the depository as acting on behalf of another person or company in respect of the business combination, by that other person or company, that:
 - (i) the terms and conditions of the business combination have been met or waived; and
 - (ii) the securities have either been taken up and paid for or are subject to an unconditional obligation to be taken up and paid for under the business combination.

9. Fundamental Change

- (a) Any and all of the Initial Shares and the Incentive Shares shall be immediately released from the voluntary pool and this Agreement upon (a fundamental change):
 - (i) a Change of Control of the Company; or
 - (ii) a sale of all or substantially all of the assets of the Company.
- (b) For the purposes of this Section:
 - (i) "**Change of Control**" means any direct or indirect change in Control of a person by any means whatsoever through a single transaction or series of related transactions.
 - (ii) "**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of securities, by contract or otherwise.

10. The Pooling Agent will not be liable for any action taken or omitted to be taken by it or on its behalf in good faith and in the exercise of its reasonable judgment. The Pooling Agent may at any time consult with independent legal counsel of its own choice in any such matters, will have full and complete authorization and protection from any action taken or omitted by it hereunder in good faith and in the exercise of its reasonable judgment in accordance with the advice of such legal counsel on its part and will incur no liability for any delay reasonably required to obtain the advice of any such legal counsel. The Pooling Agent will not be answerable for the default or misconduct of any agent or legal counsel employed or appointed, at its discretion, by it if such agent or legal counsel will have been selected with reasonable care.

11. The Shareholders and the Company agree from time to time and at all times hereafter well and truly to save, defend and keep harmless and fully indemnify the Pooling Agent, its successors and assigns from and against all loss, costs, charges, suits, demands,

claims, damages and expenses which the Pooling Agent, its successors or assigns may at any time or times hereafter bear, sustain, suffer or be put unto for or by reason or on account of its acting or not acting pursuant to this Agreement or anything in any manner relating thereto or by reason of the Pooling Agent's compliance in good faith with the terms hereof.

12. In case proceedings should hereafter be taken in any court respecting the Shareholders' Initial Shares or Incentive Shares, the Pooling Agent will not be obliged to defend any such action or submit its rights to the court until it has been indemnified by other good and sufficient security in addition to the indemnity given in Section 11 against its costs of such proceedings.

13. Each Shareholder is solely responsible for obtaining independent legal advice in connection with entering into this Agreement, and each Shareholder confirms that it has not relied on the Company in any manner in connection with its decision to enter into this Agreement.

14. The Pooling Agent shall not be liable or accountable to the Shareholders with respect to any loss of investment or damages occasioned by the Shareholders as a result of the shares being held by the Pooling Agent pursuant to the provisions of this Agreement.

15. The Pooling Agent will have no responsibility in respect of loss of the certificate or certificates representing the Shareholders' Initial Shares or Incentive Shares except the duty to exercise such care in the safekeeping thereof as it would exercise if the Shareholders' Initial Shares and Incentive Shares belonged to the Pooling Agent. The Pooling Agent may act on the advice of counsel but will not be responsible for acting or failing to act on the advice of counsel.

16. In the event that any of the Shareholders' Initial Shares or Incentive Shares are attached, garnished or levied upon under any court order, or if the delivery of such property is stayed or enjoined by any court order or if any court order, judgment or decree is made or entered affecting such property or affecting any act by the Pooling Agent, the Pooling Agent will obey and comply with all writs, orders, judgments or decrees so entered or issued, whether with or without jurisdiction, notwithstanding any provision of this Agreement to the contrary. If the Pooling Agent obeys and complies with any such writs, orders, judgments or decrees, it will not be liable to any of the parties hereto or to any other person, firm, association or corporation by reason of such compliance, notwithstanding that such writs, orders, judgments or decrees may be subsequently reversed, modified, annulled, set aside or vacated.

17. Except as herein otherwise provided, the Pooling Agent is authorized and directed to disregard any and all notices and warnings which may be given to it by any of the parties hereto or by any other person, firm, association or corporation. It will, however, obey the order, judgment or decree of any court of competent jurisdiction, and it is hereby authorized to comply with and obey such orders, judgments or decrees and in case of such compliance, it shall not be liable by reason thereof to any of the parties hereto or to any other person,

firm, association or corporation, even if thereafter any such order, judgment or decree may be reversed, modified, annulled, set aside or vacated.

18. If written notice of protest is made by the Shareholders and/or the Company to the Pooling Agent to any action contemplated by the Pooling Agent under this Agreement, and such notice sets out reasons for such protest, the Pooling Agent may, at its sole discretion, continue to hold the Shareholders' Initial Shares and/or Incentive Shares until the right to the documents is legally determined by a court of competent jurisdiction or agreed to in writing by the Shareholders and the Company.

19. The Pooling Agent may resign as Pooling Agent by giving not less than five (5) days' notice thereof to the Shareholders and the Company. The Shareholders and the Company may terminate the Pooling Agent by giving not less than five (5) days' notice to the Pooling Agent. The resignation or termination of the Pooling Agent will be effective and the Pooling Agent will cease to be bound by this Agreement on the date that is five (5) days after the date of receipt of the termination notice given hereunder or on such other date as the Pooling Agent, the Shareholders and the Company may agree upon. All indemnities granted to the Pooling Agent herein will survive the termination of this Agreement or the termination or resignation of the Pooling Agent. In the event of termination or resignation of the Pooling Agent for any reason, the Pooling Agent shall, within that five (5) days' notice period deliver the Shareholders' Initial Shares and Incentive Shares to the new Pooling Agent to be named by the Shareholders and the Company.

20. Notwithstanding anything to the contrary contained herein, in the event of any dispute arising between the Shareholders and/or the Company in respect of this Agreement or any matters arising in respect thereof, the Pooling Agent may, in its sole discretion, deliver and interplead the Shareholders' Initial Shares and Incentive Shares into court and such delivery and interpleading will be an effective discharge to the Pooling Agent.

21. The Company will pay all of the compensation of the Pooling Agent and will reimburse the Pooling Agent for any and all reasonable expenses, disbursements and advances made by the Pooling Agent in the performance of its duties hereunder, including reasonable fees, expenses and disbursements incurred by its counsel and any fees and disbursements incurred in the interpleader proceedings referred to in Section 20.

22. This Agreement shall enure to the benefit of and be binding upon the parties hereto and each of their heirs, executors, administrators, successors and permitted assigns.

23. This Agreement may be executed in several parts in the same form and such part as so executed shall together constitute one original agreement, and such parts, if more than one, shall be read together and construed as if all the signing parties hereto had executed one copy of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the date first above written:

CHRISTINA LAKE CANNABIS CORP.

“Joel Dumaresq”
Per: _____
Authorized Signatory

NATIONAL SECURITIES ADMINISTRATORS LTD.

“David Eppert”
Per: _____
Authorized Signatory

Witness)

(Signature) Name)

(Please Print))

Address)

City,)

Province/State)
_____)

"Jason Taylor"
JASON TAYLOR

Witness)

(Signature) Name)

(Please Print))

Address)

City,)

Province/State)
_____)

"Nicoo Dehaan"
NICCO DEHAAN

Witness)

(Signature) Name)

(Please Print))

Address)

City,)

Province/State)
_____)

"Timothy O'Donnell"
TIMOTHY O'DONNELL

Witness)

(Signature) Name)

(Please Print))

Address)

City,)

Province/State)
_____)

"Steven Bowering"
STEVEN BOWERING

SCHEDULE "A"

Initial Shares

This is Schedule "A" to the above Amended and Restated Voluntary Common Share Pooling Agreement.

	Shareholder	Number of Initial Shares	Date of Issuance
1	Jason Taylor	1,250,000	October 22, 2018
2	Nicco Dehaan	1,250,000	October 22, 2018
3	Timothy O'Donnell	1,250,000	October 22, 2018
4	Steven Bowering	1,250,000	October 22, 2018

SCHEDULE "B"

Incentive Shares

This is Schedule "B" to the above Amended and Restated Voluntary Common Share Pooling Agreement.

	Shareholder	Date of Issuance	Number of Common Shares
1	Jason Taylor	July 10, 2019	1,250,000
2	Nicco Dehaan	July 10, 2019	1,250,000
3	Timothy O'Donnell	July 10, 2019	1,250,000
4	Steven Bowering	July 10, 2019	1,250,000