

## LOCK-UP AGREEMENT

**TO:                   LOOKING GLASS LABS LTD. (the "COMPANY")**

**WHEREAS** the Company (formerly known as Bluknight Aquafarms Inc.) completed a private placement (the "**Private Placement**") of common shares in the capital of the Company (the "**Common Shares**") on or about September 21, 2017.

**AND WHEREAS** the undersigned purchased an aggregate of 5,000,000 Common Shares under the Private Placement in accordance with a subscription agreement signed by the undersigned and accepted by the Company (the "**Subject Shares**").

**AND WHEREAS** in connection with the Company's application to list the Common Shares on the Neo Securities Exchange (the "**Exchange**"), the Exchange requires 75% of the Subject Shares (the "**Lock-Up Shares**") to be locked-up on the listing date of the Common Shares on the Exchange (the "**Listing Date**"), to be released in increments over a period of one (1) year from the Listing Date.

**AND WHEREAS** Company has requested, and the undersigned has agreed, to lock-up and release the Lock-Up Shares during the Lock-Up Period (as defined below) pursuant to the schedule set out in this Agreement.

**NOW THEREFORE** in consideration of the premises and mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby enters into this Agreement and covenants agrees as follows:

1. The undersigned, the legal and beneficial owner of the Lock-Up Shares, hereby agrees to not, and will not permit any of his, her or its associates or affiliates (as such terms are defined in the *Securities Act* (British Columbia)) to, directly or indirectly, offer, sell, contract to sell, lend, swap, or enter into any other agreement to transfer the economic consequences of, or otherwise dispose of or deal with, or publicly announce any intention to offer, sell, contract to sell, grant or sell any option to purchase, hypothecate, pledge, transfer, assign, purchase any option or contract to sell, lend, swap, or enter into any agreement to transfer the economic consequences of, or otherwise dispose of or deal with, whether through the facilities of a stock exchange, by private placement or otherwise, the Lock-Up Shares, directly or indirectly, for a period (the "**Lock-Up Period**") commencing on the Listing Date and ending on the 365<sup>th</sup> day from the Listing Date, to be released from the Lock-Up as follows:

	# of Shares Pooled	# of Shares Released
Listing Date	3,750,000	
On 30th day from listing date	3,437,500	312,500
On 60th day from listing date	3,125,000	312,500
On 90th day from listing date	2,812,500	312,500
On 120th day from listing date	2,500,000	312,500
On 150th day from listing date	2,187,500	312,500
On 180th day from listing date	1,875,000	312,500
On 210th day from listing date	1,562,500	312,500
On 240th day from listing date	1,250,000	312,500
On 270th day from listing date	937,500	312,500
On 300th day from listing date	625,000	312,500
On 330th day from listing date	312,500	312,500
On 365th day from listing date	-	312,500
Total released		<b>3,750,000</b>

2. The Lock-Up Shares will be legended to set out the release schedule pursuant to Section 1 above.
3. For greater certainty, this Agreement shall not amend, limit, alter, reduce or impair the terms of any escrow, standstill and/or lock-up agreement to which the undersigned is currently subject.
4. The undersigned authorizes the Company during the Lock-Up Period, to decline to transfer and/or to note stop transfer restrictions on the transfer books and records of the Company with respect to any Lock-Up Shares for which the undersigned is the record holder and, in the case of any such Lock-Up Shares for which the undersigned is the beneficial, but not the record holder, agrees to cause the record holder to cause the transfer agent to decline to transfer and/or to note stop transfer restrictions on such books and records with respect to such securities.
5. Notwithstanding anything to the contrary contained herein, during the Lock-Up Period, the undersigned may, without the consent of the Agent: (i) transfer, sell or tender any or all of the Lock-Up Shares pursuant to a take-over bid (as defined in the *Securities Act* (British Columbia)) or any other similar transaction, including, without limitation, a merger, arrangement or amalgamation, involving a change of control of the Company (provided, that all Lock-Up Shares that are not so transferred, sold or tendered remain subject to this undertaking; and provided, further, that it shall be a condition of transfer that if such take-over bid or other transaction is not completed, any Lock-Up Shares subject to this Agreement shall remain subject to the restrictions herein); or (ii) transfer any or all of the Lock-Up Shares to any nominee or custodian (including a trust) where there is no change in beneficial ownership (other than a change in beneficial ownership resulting from a transfer to a trust for the direct or indirect benefit of the immediate family members of the undersigned).
6. The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Agreement, and that, upon the reasonable request of the Company, the undersigned will execute any additional documents necessary or desirable in connection with the enforcement hereof. All authority herein conferred or agreed to be conferred shall survive the death, disability, dissolution, winding-up, amalgamation or incapacity of the undersigned and the associates and affiliates thereof and any obligations of the undersigned shall be binding upon the heirs, representatives, successors and permitted assigns of the undersigned.
7. This Agreement shall enure to the benefit of the Company and its successors and assigns and shall be governed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
8. This Agreement may be executed by facsimile signatures or by other electronic means (including, PDF) which shall be effective as original signatures.

**DATED** as of this 16<sup>th</sup> day of December, 2021.

**LOOKING GLASS LABS LTD.**

**Per:** "Francis Rowe"  
**Name:** Francis Rowe  
**Title:** Chief Financial Officer

SHAREHOLDER:

"Gregory Mussallem"  
**GREGORY MUSSALLEM**

## LOCK-UP AGREEMENT

**TO:                   LOOKING GLASS LABS LTD. (the "COMPANY")**

**WHEREAS** the Company (formerly known as Bluknight Aquafarms Inc.) completed a private placement (the "**Private Placement**") of common shares in the capital of the Company (the "**Common Shares**") on or about September 21, 2017.

**AND WHEREAS** the undersigned, his family members and corporate entities in the undersigned or his family members control (collectively, the "**Affiliates**"), purchased an aggregate of 9,640,000 Common Shares under the Private Placement in accordance with a subscription agreement signed by the undersigned and accepted by the Company (the "**Subject Shares**"), as particularly set out below:

AFFILIATES	NUMBER OF COMMON SHARES
<b>TOTAL HOLDINGS</b>	9,640,000
<b>TOTAL LOCK-UP SHARES</b>	<b>7,230,000</b>

**AND WHEREAS** in connection with the Company's application to list the Common Shares on the Neo Securities Exchange (the "**Exchange**"), the Exchange requires 75% of the Subject Shares (the "**Lock-Up Shares**") to be locked-up on the listing date of the Common Shares on the Exchange (the "**Listing Date**"), to be released in increments over a period of one (1) year from the Listing Date.

**AND WHEREAS** Company has requested, and the undersigned has agreed, to lock-up and release the Lock-Up Shares during the Lock-Up Period (as defined below) pursuant to the schedule set out in this Agreement.

**NOW THEREFORE** in consideration of the premises and mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby enters into this Agreement and covenants agrees as follows:

1.       The undersigned, for himself and on behalf of his Affiliates, hereby agrees to not, and will not permit any of his and his Affiliates, or its associates or affiliates (as such terms are defined in the *Securities Act* (British Columbia)) to, directly or indirectly, offer, sell, contract to sell, lend, swap, or enter into any other agreement to transfer the economic consequences of, or otherwise dispose of or deal with, or publicly announce any intention to offer, sell, contract to sell, grant or sell any option to purchase, hypothecate, pledge, transfer, assign, purchase any option or contract to sell, lend, swap, or enter into any agreement to transfer the economic consequences of, or otherwise dispose of or deal with, whether through the facilities of a stock exchange, by private placement or otherwise, the Lock-Up Shares, directly or indirectly, for a period (the "**Lock-Up Period**") commencing on the Listing Date and ending on the 365<sup>th</sup> day from the Listing Date, to be released from the Lock-Up as follows:

	# of Shares Pooled	# of Shares Released
Listing Date	7,230,000	
On 30th day from listing date	6,627,500	602,500
On 60th day from listing date	6,025,000	602,500
On 90th day from listing date	5,422,500	602,500
On 120th day from listing date	4,820,000	602,500
On 150th day from listing date	4,217,500	602,500
On 180th day from listing date	3,615,000	602,500
On 210th day from listing date	3,012,500	602,500
On 240th day from listing date	2,410,000	602,500
On 270th day from listing date	1,807,500	602,500
On 300th day from listing date	1,205,000	602,500
On 330th day from listing date	602,500	602,500
On 365th day from listing date	-	602,500
Total released		<b>7,230,000</b>

2. The Lock-Up Shares will be legended to set out the release schedule pursuant to Section 1 above.
3. The undersigned is authorized to sign on behalf of, and to bind, each of the Affiliates named in the recitals of this Agreement.
4. For greater certainty, this Agreement shall not amend, limit, alter, reduce or impair the terms of any escrow, standstill and/or lock-up agreement to which the undersigned is currently subject.
5. The undersigned authorizes the Company during the Lock-Up Period, to decline to transfer and/or to note stop transfer restrictions on the transfer books and records of the Company with respect to any Lock-Up Shares for which the undersigned is the record holder and, in the case of any such Lock-Up Shares for which the undersigned is the beneficial, but not the record holder, agrees to cause the record holder to cause the transfer agent to decline to transfer and/or to note stop transfer restrictions on such books and records with respect to such securities.
6. Notwithstanding anything to the contrary contained herein, during the Lock-Up Period, the undersigned may, without the consent of the Agent: (i) transfer, sell or tender any or all of the Lock-Up Shares pursuant to a take-over bid (as defined in the *Securities Act* (British Columbia)) or any other similar transaction, including, without limitation, a merger, arrangement or amalgamation, involving a change of control of the Company (provided, that all Lock-Up Shares that are not so transferred, sold or tendered remain subject to this undertaking; and provided, further, that it shall be a condition of transfer that if such take-over bid or other transaction is not completed, any Lock-Up Shares subject to this Agreement shall remain subject to the restrictions herein); or (ii) transfer any or all of the Lock-Up Shares to any nominee or custodian (including a trust) where there is no change in beneficial ownership (other than a change in beneficial ownership resulting from a transfer to a trust for the direct or indirect benefit of the immediate family members of the undersigned).
7. The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Agreement, and that, upon the reasonable request of the Company, the undersigned will execute any additional documents necessary or desirable in connection with the enforcement hereof. All authority herein conferred or agreed to be conferred shall survive the death, disability, dissolution, winding-up, amalgamation or incapacity of the undersigned and the associates and affiliates thereof and any obligations of the undersigned shall be binding upon the heirs, representatives, successors and permitted assigns of the undersigned.
8. This Agreement shall enure to the benefit of the Company and its successors and assigns and shall be

governed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

9. This Agreement may be executed by facsimile signatures or by other electronic means (including, PDF) which shall be effective as original signatures.

**DATED** as of this 16<sup>th</sup> day of December, 2021.

**LOOKING GLASS LABS LTD.**

**Per:** *"Francis Rowe"*  
**Name:** Francis Rowe  
**Title:** Chief Financial Officer

SHAREHOLDER:

*"Eugene Beukman"*  
**EUGENE BEUKMAN**  
For himself and on behalf of his Affiliates

## LOCK-UP AGREEMENT

**TO:                   LOOKING GLASS LABS LTD. (the "COMPANY")**

**WHEREAS** the Company (formerly known as Bluknight Aquafarms Inc.) completed a private placement (the "**Private Placement**") of common shares in the capital of the Company (the "**Common Shares**") on or about September 21, 2017.

**AND WHEREAS** the undersigned, his family members and corporate entity of which he controls (collectively, the "**Affiliates**"), purchased an aggregate of 5,500 Common Shares under the Private Placement in accordance with a subscription agreement signed by the undersigned and accepted by the Company (the "**Subject Shares**"), as particularly set out below:

AFFILIATES	NUMBER OF COMMON SHARES
<b>TOTAL HOLDINGS</b>	5,500
<b>TOTAL LOCK-UP SHARES</b>	<b>4,125</b>

**AND WHEREAS** in connection with the Company's application to list the Common Shares on the Neo Securities Exchange (the "**Exchange**"), the Exchange requires 75% of the Subject Shares (the "**Lock-Up Shares**") to be locked-up on the listing date of the Common Shares on the Exchange (the "**Listing Date**"), to be released in increments over a period of one (1) year from the Listing Date.

**AND WHEREAS** Company has requested, and the undersigned has agreed, to lock-up and release the Lock-Up Shares during the Lock-Up Period (as defined below) pursuant to the schedule set out in this Agreement.

**NOW THEREFORE** in consideration of the premises and mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby enters into this Agreement and covenants agrees as follows:

1.       The undersigned, for himself and on behalf of his Affiliates, hereby agrees to not, and will not permit any of his and his affiliates or its associates or affiliates (as such terms are defined in the *Securities Act* (British Columbia)) to, directly or indirectly, offer, sell, contract to sell, lend, swap, or enter into any other agreement to transfer the economic consequences of, or otherwise dispose of or deal with, or publicly announce any intention to offer, sell, contract to sell, grant or sell any option to purchase, hypothecate, pledge, transfer, assign, purchase any option or contract to sell, lend, swap, or enter into any agreement to transfer the economic consequences of, or otherwise dispose of or deal with, whether through the facilities of a stock exchange, by private placement or otherwise, the Lock-Up Shares, directly or indirectly, for a period (the "**Lock-Up Period**") commencing on the Listing Date and ending on the 365<sup>th</sup> day from the Listing Date, to be released from the Lock-Up as follows:

	# of Shares Pooled	# of Shares Released
Listing Date	4,125	
On 30th day from listing date	3,781	344
On 60th day from listing date	3,438	344
On 90th day from listing date	3,094	344
On 120th day from listing date	2,750	344
On 150th day from listing date	2,406	344
On 180th day from listing date	2,063	344
On 210th day from listing date	1,719	344
On 240th day from listing date	1,375	344
On 270th day from listing date	1,031	344
On 300th day from listing date	688	344
On 330th day from listing date	344	344
On 365th day from listing date	-	344
Total released		4,125

2. The Lock-Up Shares will be legended to set out the release schedule pursuant to Section 1 above.
3. The undersigned is authorized to sign on behalf of, and to bind, each of the Affiliates named in the recitals of this Agreement.
4. For greater certainty, this Agreement shall not amend, limit, alter, reduce or impair the terms of any escrow, standstill and/or lock-up agreement to which the undersigned is currently subject.
5. The undersigned authorizes the Company during the Lock-Up Period, to decline to transfer and/or to note stop transfer restrictions on the transfer books and records of the Company with respect to any Lock-Up Shares for which the undersigned is the record holder and, in the case of any such Lock-Up Shares for which the undersigned is the beneficial, but not the record holder, agrees to cause the record holder to cause the transfer agent to decline to transfer and/or to note stop transfer restrictions on such books and records with respect to such securities.
6. Notwithstanding anything to the contrary contained herein, during the Lock-Up Period, the undersigned may, without the consent of the Agent: (i) transfer, sell or tender any or all of the Lock-Up Shares pursuant to a take-over bid (as defined in the *Securities Act* (British Columbia)) or any other similar transaction, including, without limitation, a merger, arrangement or amalgamation, involving a change of control of the Company (provided, that all Lock-Up Shares that are not so transferred, sold or tendered remain subject to this undertaking; and provided, further, that it shall be a condition of transfer that if such take-over bid or other transaction is not completed, any Lock-Up Shares subject to this Agreement shall remain subject to the restrictions herein); or (ii) transfer any or all of the Lock-Up Shares to any nominee or custodian (including a trust) where there is no change in beneficial ownership (other than a change in beneficial ownership resulting from a transfer to a trust for the direct or indirect benefit of the immediate family members of the undersigned).
7. The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Agreement, and that, upon the reasonable request of the Company, the undersigned will execute any additional documents necessary or desirable in connection with the enforcement hereof. All authority herein conferred or agreed to be conferred shall survive the death, disability, dissolution, winding-up, amalgamation or incapacity of the undersigned and the associates and affiliates thereof and any obligations of the undersigned shall be binding upon the heirs, representatives, successors and permitted assigns of the undersigned.
8. This Agreement shall enure to the benefit of the Company and its successors and assigns and shall be



governed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

9. This Agreement may be executed by facsimile signatures or by other electronic means (including, PDF) which shall be effective as original signatures.

**DATED** as of this 16<sup>th</sup> day of December, 2021.

**LOOKING GLASS LABS LTD.**

**Per:** "Francis Rowe"  
**Name:** Francis Rowe  
**Title:** Chief Financial Officer

SHAREHOLDER:

"Joel Dumaresq"  
**JOEL DUMARESQ**  
For himself and on behalf of his Affiliates

## LOCK-UP AGREEMENT

**TO:                   LOOKING GLASS LABS LTD. (the "COMPANY")**

**WHEREAS** the Company (formerly known as Bluknight Aquafarms Inc.) completed a private placement (the "**Private Placement**") of common shares in the capital of the Company (the "**Common Shares**") on or about September 21, 2017.

**AND WHEREAS** the undersigned, his family members and corporate entity controlled by the undersigned (collectively, the "**Affiliates**"), purchased an aggregate of 4,984,500 Common Shares under the Private Placement in accordance with a subscription agreement signed by the undersigned and accepted by the Company (the "**Subject Shares**"), particularly set out below:

AFFILIATES	NUMBER OF COMMON SHARES
<b>TOTAL HOLDINGS</b>	4,984,500
<b>TOTAL LOCK-UP SHARES</b>	<b>3,738,375</b>

**AND WHEREAS** in connection with the Company's application to list the Common Shares on the Neo Securities Exchange (the "**Exchange**"), the Exchange requires 75% of the Subject Shares (the "**Lock-Up Shares**") to be locked-up on the listing date of the Common Shares on the Exchange (the "**Listing Date**"), to be released in increments over a period of one (1) year from the Listing Date.

**AND WHEREAS** Company has requested, and the undersigned has agreed, to lock-up and release the Lock-Up Shares during the Lock-Up Period (as defined below) pursuant to the schedule set out in this Agreement.

**NOW THEREFORE** in consideration of the premises and mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby enters into this Agreement and covenants agrees as follows:

1.       The undersigned, for himself and on behalf of his Affiliates, hereby agrees to not, and will not permit any of his, her or its associates or affiliates (as such terms are defined in the *Securities Act* (British Columbia)) to, directly or indirectly, offer, sell, contract to sell, lend, swap, or enter into any other agreement to transfer the economic consequences of, or otherwise dispose of or deal with, or publicly announce any intention to offer, sell, contract to sell, grant or sell any option to purchase, hypothecate, pledge, transfer, assign, purchase any option or contract to sell, lend, swap, or enter into any agreement to transfer the economic consequences of, or otherwise dispose of or deal with, whether through the facilities of a stock exchange, by private placement or otherwise, the Lock-Up Shares, directly or indirectly, for a period (the "**Lock-Up Period**") commencing on the Listing Date and ending on the 365<sup>th</sup> day from the Listing Date, to be released from the Lock-Up as follows:

	# of Shares Pooled	# of Shares Released
Listing Date	3,738,375	
On 30th day from listing date	3,426,844	311,531
On 60th day from listing date	3,115,313	311,531
On 90th day from listing date	2,803,781	311,531
On 120th day from listing date	2,492,250	311,531
On 150th day from listing date	2,180,719	311,531
On 180th day from listing date	1,869,188	311,531
On 210th day from listing date	1,557,656	311,531
On 240th day from listing date	1,246,125	311,531
On 270th day from listing date	934,594	311,531
On 300th day from listing date	623,063	311,531
On 330th day from listing date	311,531	311,531
On 365th day from listing date	-	311,531
Total released		<b>3,738,375</b>

2. The Lock-Up Shares will be legended to set out the release schedule pursuant to Section 1 above.
3. The undersigned is authorized to sign on behalf of, and to bind, each of the Affiliates named in the recitals of this Agreement.
4. For greater certainty, this Agreement shall not amend, limit, alter, reduce or impair the terms of any escrow, standstill and/or lock-up agreement to which the undersigned is currently subject.
5. The undersigned authorizes the Company during the Lock-Up Period, to decline to transfer and/or to note stop transfer restrictions on the transfer books and records of the Company with respect to any Lock-Up Shares for which the undersigned is the record holder and, in the case of any such Lock-Up Shares for which the undersigned is the beneficial, but not the record holder, agrees to cause the record holder to cause the transfer agent to decline to transfer and/or to note stop transfer restrictions on such books and records with respect to such securities.
6. Notwithstanding anything to the contrary contained herein, during the Lock-Up Period, the undersigned may, without the consent of the Agent: (i) transfer, sell or tender any or all of the Lock-Up Shares pursuant to a take-over bid (as defined in the *Securities Act* (British Columbia)) or any other similar transaction, including, without limitation, a merger, arrangement or amalgamation, involving a change of control of the Company (provided, that all Lock-Up Shares that are not so transferred, sold or tendered remain subject to this undertaking; and provided, further, that it shall be a condition of transfer that if such take-over bid or other transaction is not completed, any Lock-Up Shares subject to this Agreement shall remain subject to the restrictions herein); or (ii) transfer any or all of the Lock-Up Shares to any nominee or custodian (including a trust) where there is no change in beneficial ownership (other than a change in beneficial ownership resulting from a transfer to a trust for the direct or indirect benefit of the immediate family members of the undersigned).
7. The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Agreement, and that, upon the reasonable request of the Company, the undersigned will execute any additional documents necessary or desirable in connection with the enforcement hereof. All authority herein conferred or agreed to be conferred shall survive the death, disability, dissolution, winding-up, amalgamation or incapacity of the undersigned and the associates and affiliates thereof and any obligations of the undersigned shall be binding upon the heirs, representatives, successors and permitted assigns of the undersigned.
8. This Agreement shall enure to the benefit of the Company and its successors and assigns and shall be

governed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

9. This Agreement may be executed by facsimile signatures or by other electronic means (including, PDF) which shall be effective as original signatures.

**DATED** as of this 16<sup>th</sup> day of December, 2021.

**LOOKING GLASS LABS LTD.**

**Per:** "Francis Rowe"  
**Name:** Francis Rowe  
**Title:** Chief Financial Officer

SHAREHOLDER:

**EXECUTIVE MANAGEMENT SOLUTIONS LTD.**  
For itself and on behalf of its Affiliates

**Per:** "Theo van der Linde"  
**Name:** Theo van der Linde  
**Title:** Director

## LOCK-UP AGREEMENT

**TO:                   LOOKING GLASS LABS LTD. (the "COMPANY")**

**WHEREAS** the Company (formerly known as Bluknight Aquafarms Inc.) completed a private placement (the "**Private Placement**") of common shares in the capital of the Company (the "**Common Shares**") on or about September 21, 2017.

**AND WHEREAS** the undersigned purchased an aggregate of 3,450,000 Common Shares under the Private Placement in accordance with a subscription agreement signed by the undersigned and accepted by the Company (the "**Subject Shares**").

**AND WHEREAS** in connection with the Company's application to list the Common Shares on the Neo Securities Exchange (the "**Exchange**"), the Exchange requires 75% of the Subject Shares (the "**Lock-Up Shares**") to be locked-up on the listing date of the Common Shares on the Exchange (the "**Listing Date**"), to be released in increments over a period of one (1) year from the Listing Date.

**AND WHEREAS** Company has requested, and the undersigned has agreed, to lock-up and release the Lock-Up Shares during the Lock-Up Period (as defined below) pursuant to the schedule set out in this Agreement.

**NOW THEREFORE** in consideration of the premises and mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby enters into this Agreement and covenants agrees as follows:

1. The undersigned, the legal and beneficial owner of the Lock-Up Shares, hereby agrees to not, and will not permit any of his, her or its associates or affiliates (as such terms are defined in the *Securities Act* (British Columbia)) to, directly or indirectly, offer, sell, contract to sell, lend, swap, or enter into any other agreement to transfer the economic consequences of, or otherwise dispose of or deal with, or publicly announce any intention to offer, sell, contract to sell, grant or sell any option to purchase, hypothecate, pledge, transfer, assign, purchase any option or contract to sell, lend, swap, or enter into any agreement to transfer the economic consequences of, or otherwise dispose of or deal with, whether through the facilities of a stock exchange, by private placement or otherwise, the Lock-Up Shares, directly or indirectly, for a period (the "**Lock-Up Period**") commencing on the Listing Date and ending on the 365<sup>th</sup> day from the Listing Date, to be released from the Lock-Up as follows:

	# of Shares Pooled	# of Shares Released
Listing Date	2,587,500	
On 30th day from listing date	2,371,875	215,625
On 60th day from listing date	2,156,250	215,625
On 90th day from listing date	1,940,625	215,625
On 120th day from listing date	1,725,000	215,625
On 150th day from listing date	1,509,375	215,625
On 180th day from listing date	1,293,750	215,625
On 210th day from listing date	1,078,125	215,625
On 240th day from listing date	862,500	215,625
On 270th day from listing date	646,875	215,625
On 300th day from listing date	431,250	215,625
On 330th day from listing date	215,625	215,625
On 365th day from listing date	-	215,625
Total released		<b>2,587,500</b>

2. The Lock-Up Shares will be legended to set out the release schedule pursuant to Section 1 above.
3. For greater certainty, this Agreement shall not amend, limit, alter, reduce or impair the terms of any escrow, standstill and/or lock-up agreement to which the undersigned is currently subject.
4. The undersigned authorizes the Company during the Lock-Up Period, to decline to transfer and/or to note stop transfer restrictions on the transfer books and records of the Company with respect to any Lock-Up Shares for which the undersigned is the record holder and, in the case of any such Lock-Up Shares for which the undersigned is the beneficial, but not the record holder, agrees to cause the record holder to cause the transfer agent to decline to transfer and/or to note stop transfer restrictions on such books and records with respect to such securities.
5. Notwithstanding anything to the contrary contained herein, during the Lock-Up Period, the undersigned may, without the consent of the Agent: (i) transfer, sell or tender any or all of the Lock-Up Shares pursuant to a take-over bid (as defined in the *Securities Act* (British Columbia)) or any other similar transaction, including, without limitation, a merger, arrangement or amalgamation, involving a change of control of the Company (provided, that all Lock-Up Shares that are not so transferred, sold or tendered remain subject to this undertaking; and provided, further, that it shall be a condition of transfer that if such take-over bid or other transaction is not completed, any Lock-Up Shares subject to this Agreement shall remain subject to the restrictions herein); or (ii) transfer any or all of the Lock-Up Shares to any nominee or custodian (including a trust) where there is no change in beneficial ownership (other than a change in beneficial ownership resulting from a transfer to a trust for the direct or indirect benefit of the immediate family members of the undersigned).
6. The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Agreement, and that, upon the reasonable request of the Company, the undersigned will execute any additional documents necessary or desirable in connection with the enforcement hereof. All authority herein conferred or agreed to be conferred shall survive the death, disability, dissolution, winding-up, amalgamation or incapacity of the undersigned and the associates and affiliates thereof and any obligations of the undersigned shall be binding upon the heirs, representatives, successors and permitted assigns of the undersigned.
7. This Agreement shall enure to the benefit of the Company and its successors and assigns and shall be governed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
8. This Agreement may be executed by facsimile signatures or by other electronic means (including, PDF) which shall be effective as original signatures.

**DATED** as of this 16<sup>th</sup> day of December, 2021.

**LOOKING GLASS LABS LTD.**

**Per:** "Francis Rowe"  
**Name:** Francis Rowe  
**Title:** Chief Financial Officer

SHAREHOLDER:

"Leah Dionne"  
**LEAH DIONNE**

## LOCK-UP AGREEMENT

**TO:                   LOOKING GLASS LABS LTD. (the "COMPANY")**

**WHEREAS** the Company (formerly known as Bluknight Aquafarms Inc.) completed a private placement (the "**Private Placement**") of common shares in the capital of the Company (the "**Common Shares**") on or about September 21, 2017.

**AND WHEREAS** the undersigned purchased an aggregate of 7,909,000 Common Shares under the Private Placement in accordance with a subscription agreement signed by the undersigned and accepted by the Company (the "**Subject Shares**").

**AND WHEREAS** in connection with the Company's application to list the Common Shares on the Neo Securities Exchange (the "**Exchange**"), the Exchange requires 75% of the Subject Shares (the "**Lock-Up Shares**"), being 5,931,750 Lock-Up Shares to be locked-up on the listing date of the Common Shares on the Exchange (the "**Listing Date**"), to be released in increments over a period of one (1) year from the Listing Date.

**AND WHEREAS** Company has requested, and the undersigned has agreed, to lock-up and release the Lock-Up Shares during the Lock-Up Period (as defined below) pursuant to the schedule set out in this Agreement.

**NOW THEREFORE** in consideration of the premises and mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby enters into this Agreement and covenants agrees as follows:

1.       The undersigned, the legal and beneficial owner of the Lock-Up Shares, hereby agrees to not, and will not permit any of his, her or its associates or affiliates (as such terms are defined in the *Securities Act* (British Columbia)) to, directly or indirectly, offer, sell, contract to sell, lend, swap, or enter into any other agreement to transfer the economic consequences of, or otherwise dispose of or deal with, or publicly announce any intention to offer, sell, contract to sell, grant or sell any option to purchase, hypothecate, pledge, transfer, assign, purchase any option or contract to sell, lend, swap, or enter into any agreement to transfer the economic consequences of, or otherwise dispose of or deal with, whether through the facilities of a stock exchange, by private placement or otherwise, the Lock-Up Shares, directly or indirectly, for a period (the "**Lock-Up Period**") commencing on the Listing Date and ending on the 365<sup>th</sup> day from the Listing Date, to be released from the Lock-Up as follows:



	# of Shares Pooled	# of Shares Released
Listing Date	5,931,750	
On 30th day from listing date	5,437,438	494,313
On 60th day from listing date	4,943,125	494,313
On 90th day from listing date	4,448,813	494,313
On 120th day from listing date	3,954,500	494,313
On 150th day from listing date	3,460,188	494,313
On 180th day from listing date	2,965,875	494,313
On 210th day from listing date	2,471,563	494,313
On 240th day from listing date	1,977,250	494,313
On 270th day from listing date	1,482,938	494,313
On 300th day from listing date	988,625	494,313
On 330th day from listing date	494,313	494,313
On 365th day from listing date	-	494,313
Total released		<b>5,931,750</b>

2. The Lock-Up Shares will be legended to set out the release schedule pursuant to Section 1 above.
3. The undersigned is authorized to sign on behalf of, and to bind, each of the registered holders of the Lock-Up Shares.
4. For greater certainty, this Agreement shall not amend, limit, alter, reduce or impair the terms of any escrow, standstill and/or lock-up agreement to which the undersigned is currently subject.
5. The undersigned authorizes the Company during the Lock-Up Period, to decline to transfer and/or to note stop transfer restrictions on the transfer books and records of the Company with respect to any Lock-Up Shares for which the undersigned is the record holder and, in the case of any such Lock-Up Shares for which the undersigned is the beneficial, but not the record holder, agrees to cause the record holder to cause the transfer agent to decline to transfer and/or to note stop transfer restrictions on such books and records with respect to such securities.
6. Notwithstanding anything to the contrary contained herein, during the Lock-Up Period, the undersigned may, without the consent of the Agent: (i) transfer, sell or tender any or all of the Lock-Up Shares pursuant to a take-over bid (as defined in the *Securities Act* (British Columbia)) or any other similar transaction, including, without limitation, a merger, arrangement or amalgamation, involving a change of control of the Company (provided, that all Lock-Up Shares that are not so transferred, sold or tendered remain subject to this undertaking; and provided, further, that it shall be a condition of transfer that if such take-over bid or other transaction is not completed, any Lock-Up Shares subject to this Agreement shall remain subject to the restrictions herein); or (ii) transfer any or all of the Lock-Up Shares to any nominee or custodian (including a trust) where there is no change in beneficial ownership (other than a change in beneficial ownership resulting from a transfer to a trust for the direct or indirect benefit of the immediate family members of the undersigned).
7. The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Agreement, and that, upon the reasonable request of the Company, the undersigned will execute any additional documents necessary or desirable in connection with the enforcement hereof. All authority herein conferred or agreed to be conferred shall survive the death, disability, dissolution, winding-up, amalgamation or incapacity of the undersigned and the associates and affiliates thereof and any obligations of the undersigned shall be binding upon the heirs, representatives, successors and permitted assigns of the undersigned.

8. This Agreement shall enure to the benefit of the Company and its successors and assigns and shall be governed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

9. This Agreement may be executed by facsimile signatures or by other electronic means (including, PDF) which shall be effective as original signatures.

**DATED** as of this 16<sup>th</sup> day of December, 2021.

**LOOKING GLASS LABS LTD.**

**Per:** "Francis Rowe"  
**Name:** Francis Rowe  
**Title:** Chief Financial Officer

SHAREHOLDER:

"Peter Nguyen"  
**PETER NGUYEN**  
For himself and on behalf of all registered holders of the Lock-Up Shares

## LOCK-UP AGREEMENT

**TO:                   LOOKING GLASS LABS LTD. (the "COMPANY")**

**WHEREAS** the Company (formerly known as Bluknight Aquafarms Inc.) completed a private placement (the "**Private Placement**") of common shares in the capital of the Company (the "**Common Shares**") on or about September 21, 2017.

**AND WHEREAS** the undersigned purchased an aggregate of 1,500,000 Common Shares under the Private Placement in accordance with a subscription agreement signed by the undersigned and accepted by the Company (the "**Subject Shares**").

**AND WHEREAS** in connection with the Company's application to list the Common Shares on the Neo Securities Exchange (the "**Exchange**"), the Exchange requires 75% of the Subject Shares (the "**Lock-Up Shares**") to be locked-up on the listing date of the Common Shares on the Exchange (the "**Listing Date**"), to be released in increments over a period of one (1) year from the Listing Date.

**AND WHEREAS** Company has requested, and the undersigned has agreed, to lock-up and release the Lock-Up Shares during the Lock-Up Period (as defined below) pursuant to the schedule set out in this Agreement.

**NOW THEREFORE** in consideration of the premises and mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby enters into this Agreement and covenants agrees as follows:

1.       The undersigned, the legal and beneficial owner of the Lock-Up Shares, hereby agrees to not, and will not permit any of his, her or its associates or affiliates (as such terms are defined in the *Securities Act* (British Columbia)) to, directly or indirectly, offer, sell, contract to sell, lend, swap, or enter into any other agreement to transfer the economic consequences of, or otherwise dispose of or deal with, or publicly announce any intention to offer, sell, contract to sell, grant or sell any option to purchase, hypothecate, pledge, transfer, assign, purchase any option or contract to sell, lend, swap, or enter into any agreement to transfer the economic consequences of, or otherwise dispose of or deal with, whether through the facilities of a stock exchange, by private placement or otherwise, the Lock-Up Shares, directly or indirectly, for a period (the "**Lock-Up Period**") commencing on the Listing Date and ending on the 365<sup>th</sup> day from the Listing Date, to be released from the Lock-Up as follows:

	# of Shares Pooled	# of Shares Released
Listing Date	1,125,000	
On 30th day from listing date	1,031,250	93,750
On 60th day from listing date	937,500	93,750
On 90th day from listing date	843,750	93,750
On 120th day from listing date	750,000	93,750
On 150th day from listing date	656,250	93,750
On 180th day from listing date	562,500	93,750
On 210th day from listing date	468,750	93,750
On 240th day from listing date	375,000	93,750
On 270th day from listing date	281,250	93,750
On 300th day from listing date	187,500	93,750
On 330th day from listing date	93,750	93,750
On 365th day from listing date	-	93,750
Total released		<b>1,125,000</b>

2. The Lock-Up Shares will be legended to set out the release schedule pursuant to Section 1 above.
3. For greater certainty, this Agreement shall not amend, limit, alter, reduce or impair the terms of any escrow, standstill and/or lock-up agreement to which the undersigned is currently subject.
4. The undersigned authorizes the Company during the Lock-Up Period, to decline to transfer and/or to note stop transfer restrictions on the transfer books and records of the Company with respect to any Lock-Up Shares for which the undersigned is the record holder and, in the case of any such Lock-Up Shares for which the undersigned is the beneficial, but not the record holder, agrees to cause the record holder to cause the transfer agent to decline to transfer and/or to note stop transfer restrictions on such books and records with respect to such securities.
5. Notwithstanding anything to the contrary contained herein, during the Lock-Up Period, the undersigned may, without the consent of the Agent: (i) transfer, sell or tender any or all of the Lock-Up Shares pursuant to a take-over bid (as defined in the *Securities Act* (British Columbia)) or any other similar transaction, including, without limitation, a merger, arrangement or amalgamation, involving a change of control of the Company (provided, that all Lock-Up Shares that are not so transferred, sold or tendered remain subject to this undertaking; and provided, further, that it shall be a condition of transfer that if such take-over bid or other transaction is not completed, any Lock-Up Shares subject to this Agreement shall remain subject to the restrictions herein); or (ii) transfer any or all of the Lock-Up Shares to any nominee or custodian (including a trust) where there is no change in beneficial ownership (other than a change in beneficial ownership resulting from a transfer to a trust for the direct or indirect benefit of the immediate family members of the undersigned).
6. The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this Agreement, and that, upon the reasonable request of the Company, the undersigned will execute any additional documents necessary or desirable in connection with the enforcement hereof. All authority herein conferred or agreed to be conferred shall survive the death, disability, dissolution, winding-up, amalgamation or incapacity of the undersigned and the associates and affiliates thereof and any obligations of the undersigned shall be binding upon the heirs, representatives, successors and permitted assigns of the undersigned.
7. This Agreement shall enure to the benefit of the Company and its successors and assigns and shall be governed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
8. This Agreement may be executed by facsimile signatures or by other electronic means (including, PDF) which shall be effective as original signatures.

**DATED** as of this 16<sup>th</sup> day of December, 2021.

**LOOKING GLASS LABS LTD.**

**Per:** "Francis Rowe"  
**Name:** Francis Rowe  
**Title:** Chief Financial Officer

SHAREHOLDER:

"Richard Savage"  
**RICHARD SAVAGE**