UNDERWRITING AGREEMENT

January 19, 2021

VEXT Science, Inc.
2250 – 1055 West Hastings Street
Vancouver, BC V6E 2E9

Attention: Eric Offenberger, Chief Executive Officer

Dear Sir:

The undersigned, Beacon Securities Limited as lead underwriter and sole bookrunner (the "**Lead Underwriter**"), together with Canaccord Genuity Corp. and Eight Capital (collectively, the "**Underwriters**" and each individually, an "**Underwriter**"), understand that VEXT Science, Inc. (the "**Corporation**") proposes to issue and sell to the Underwriters, 16,100,000 units of the Corporation (the "**Base Units**"), on an "bought deal" underwritten basis, at a purchase price of $1.12 per Base Unit (the "**Offering Price**"), for aggregate gross proceeds of $18,032,000. Each Unit (as defined herein) shall be comprised of one Subordinated Voting Share (as defined herein, and as a constituent of the Unit, a "**Unit Share**") and one-half of one share purchase warrant (each whole share purchase warrant, a "**Warrant**"). Each Warrant shall entitle the holder thereof to acquire one Subordinated Voting Share (a "**Warrant Share**") at an exercise price of $1.40 until the Expiry Date (as defined herein), subject to the Accelerated Exercise Period (as defined herein), after which time the Warrants will be void and of no value. If, at any time prior to the Expiry Date, the volume weighted average trading price of the Subordinated Voting Shares on the Canadian Securities Exchange (the "**CSE**") (or such other stock exchange where the Subordinated Voting Shares are then listed) is greater than or equal to $2.50 for a period of 20 consecutive trading days, the Corporation may provide written notice to the holders of the Warrants by way of a news release advising that the Warrants will expire at 4:00 p.m. (Toronto time) on the 30th day following the date of such notice unless exercised by the holders prior to such date (the "**Accelerated Exercise Period**"). The Warrants will be created and issued pursuant to the terms of a warrant indenture (the "**Warrant Indenture**") to be entered into on the Closing Date (as defined herein) between the Corporation and Odyssey Trust Company (the "**Warrant Agent**"), as warrant agent.

The Corporation hereby grants to the Underwriters an option (the "**Over-Allotment Option**") to purchase up to an additional 2,415,000 Units (the "**Additional Units**") at the Offering Price for additional gross proceeds of up to $2,704,800 upon the terms and conditions set forth herein for the purpose of covering over-allotments, if any, made in connection with the Offering (as defined herein) and for market stabilization purposes. The Over-Allotment Option in respect of the Additional Units may be exercised by the Underwriters: (i) to acquire Additional Units at the Offering Price; or (ii) to acquire additional Unit Shares (the "**Additional Shares**") at a price of $1.05 per Additional Share; or (iii) to acquire additional Warrants (the "**Additional Warrants**") at a price of $0.14 per Additional Warrant; or (iv) to acquire any combination of Additional Units, Additional Shares and Additional Warrants, so long as the aggregate number of Additional Shares and Additional Warrants that may be issued under such Over-Allotment Option does not exceed 2,415,000 Additional Shares and 1,207,500 Additional Warrants. The Over-Allotment Option shall be exercisable, in whole or in part, and from time to time, by the Underwriters, for a period of 30 days from and including the Closing Date by giving written notice to the Corporation, as more particularly described in Section 11 hereof. Pursuant to such notice, the Underwriters shall purchase in their respective percentages set out in Section 20 hereof, and the Corporation shall deliver and sell, the number of Additional Securities (as defined herein) indicated in such notice, in accordance with this Agreement.

The Base Units and the Additional Units are collectively referred to herein as the "**Units**" and the offering of the Units by the Corporation is hereinafter referred to as the "**Offering**". Unless the context requires otherwise, references herein to the "**Units**", "**Unit Shares**", "**Warrants**" and "**Warrant Shares**" shall assume the exercise of the Over-Allotment Option and include all Additional Securities issuable thereunder.

The Units may be distributed in one or more of the Qualifying Jurisdictions (as defined herein) by the Underwriters pursuant to the Final Prospectus (as defined herein). The Units (and any Additional Securities) may also be offered and sold in the United States and to, or for the account or benefit of, U.S. Persons (as defined herein), to persons who are Qualified Institutional Buyers (as defined herein) on a private placement basis pursuant to the exemption

from the registration requirements of the U.S. Securities Act provided by Rule 144A (as defined herein) and similar exemptions under the applicable state securities laws. All offers and sales of the Units and Additional Securities shall be made in compliance with Schedule "C" attached hereto, which forms part of this Agreement. The Units may also be offered and sold in such other jurisdictions outside of Canada and the United States, provided that they are lawfully offered and sold on a basis exempt from the prospectus, registration or similar requirements of any such jurisdictions and that the Corporation will not be or become subject to any continuous disclosure or similar obligations of any such jurisdictions. All offers and sales of the Units hereunder will be made in accordance with this Agreement and in compliance with all applicable laws, including Securities Laws (as defined herein).

In consideration of the services to be rendered by the Underwriters in connection with the Offering, the Corporation hereby agrees to pay to the Underwriters the Commission (as defined herein) and to issue and deliver to the Underwriters the Compensation Options (as defined herein) in such amounts and with such terms as set out in Section 19 hereof. The Corporation has also agreed to pay to the Underwriters the Work Fee (as defined herein) as set out in Section 19 hereof. The obligation of the Corporation to pay the Commission, to issue and deliver the Compensation Options and to pay the Work Fee shall arise at the Closing Time (as defined herein) and the Commission, the Compensation Options and the Work Fee shall be fully earned by the Underwriters, as applicable, upon the completion of the Offering.

The Corporation hereby agrees that the Underwriters will be permitted to appoint, at their sole expense, other registered dealers or other dealers duly qualified in their respective jurisdictions, as their agents to assist in the Offering in the Selling Jurisdictions and that the Underwriters may determine the remuneration payable by the Underwriters to such other dealers appointed by them.

The Corporation hereby agrees that the Underwriters may offer the Units at a price less than the Offering Price, all as more particularly described in Section 20(c), in compliance with Canadian Securities Laws (as defined herein) and, specifically, the requirements of NI 44-101 (as defined herein) and the disclosure concerning the same contained in the Prospectus (as defined herein).

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

Terms and Conditions

The following are additional terms and conditions of this Agreement between the Corporation and the Underwriters:

1. Interpretation.

(a) Unless expressly provided otherwise, where used in this Agreement or in any amendment hereto, the following terms shall have the following meanings, respectively:

"**Accelerated Exercise Period**" has the meaning ascribed thereto in the first paragraph of this Agreement;

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

"**Additional Securities**" means collectively, the Additional Units, the Additional Shares and the Additional Warrants;

"**Additional Shares**" has the meaning ascribed thereto in the second paragraph of this Agreement;

"**Additional Units**" has the meaning ascribed thereto in the second paragraph of this Agreement;

"**Additional Warrants**" has the meaning ascribed thereto in the second paragraph of this Agreement;

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

"**Agreement**" or "**Underwriting Agreement**" means this Underwriting Agreement, as it may be amended, restated or supplemented from time to time;

"**Anti-Money Laundering Laws**" has the meaning ascribed thereto in Section 9(ee) of this Agreement;

"**Applicable Laws**" means all applicable laws, rules, regulations, policies, statutes, ordinances, codes, orders, consents, decrees, judgments, decisions, rulings, awards, or guidelines, the terms and conditions of any Authorizations, including any judicial or administrative interpretation thereof, of any Governmental Entity;

"**Authorizations**" means any regulatory licenses, approvals, permits, consents, certificates, registrations, filings or other authorizations and any supplements or amendments thereto, of or issued by any Governmental Entity under Applicable Laws, including Environmental Laws;

"**Base Units**" has the meaning ascribed thereto in the first paragraph of this Agreement;

"**Business**" means the business of the Corporation and the Subsidiaries an agricultural technology, services and property management company utilizing a full vertical integration business model to oversee and execute all aspects of cultivation, extraction, manufacturing (THC and CBD cartridges, concentrates, edibles), retail dispensary, and wholesale distribution of high margin cannabis THC and hemp CBD products under the Vapen and Pure Touch Botanicals brands, as further described in the Offering Documents;

"**Business Assets**" means all tangible and intangible property and assets owned (either directly or indirectly), leased, licensed, loaned, operated or used, including all real property, personal property, fixed assets, facilities, equipment, inventories and accounts receivable, by the Corporation and the Subsidiaries in connection with the Business, including the Facilities;

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

"**Canadian Securities Laws**" means, collectively, all applicable securities laws of each of the Qualifying Jurisdictions and the respective rules and regulations under such laws together with applicable published instruments, notices and orders of the securities regulatory authorities in the Qualifying Jurisdictions, including the rules and policies of the CSE;

"**Claims**" has the meaning ascribed thereto in Section 17(a) of this Agreement;

"**Closing**" means the completion of the issuance and sale of the Units pursuant to the Offering in accordance with the provisions of this Agreement;

"**Closing Date**" means the date on which the Units are issued and sold, which is anticipated to occur on February 3, 2021 (or such other date as the Corporation and the Lead Underwriter, on behalf of the Underwriters, may agree);

"**Closing Time**" means 8:30 a.m. (Toronto time) on the Closing Date or Over-Allotment Closing Date, as applicable, or such other time on the Closing Date or Over-Allotment Closing Date, as applicable, as the Corporation and the Lead Underwriter, on behalf of the Underwriters, may agree;

"**Code**" has the meaning ascribed thereto in Section 9(ll)(i);

"**Commission**" has the meaning ascribed thereto in Section 19 of this Agreement;

"**Compensation Securities**" means collectively, the Compensation Options, the Compensation Shares, the Work Fee Options and the Work Fee Shares;

"**Compensation Share**" has the meaning ascribed to such term in Section 19 of this Agreement;

"**Compensation Option Certificates**" means the certificates representing the Compensation Options and containing the terms thereof;

"**Compensation Options**" has the meaning ascribed to such term in Section 19 of this Agreement;

"**Concurrent Private Placement**" means the private placement of up to $2,000,000 of Units closing on the Closing Date;

"**Continuing Underwriters**" has the meaning ascribed thereto in Section 20(b) of this Agreement;

"**Corporation**" has the meaning ascribed thereto in the opening paragraph of this Agreement;

"**Corporation's Auditors**" means Buckley Dodds LLP Chartered Professional Accountants, or such firm of chartered accountants as the Corporation may have appointed or may from time to time appoint as auditors of the Corporation;

"**COVID-19 Outbreak**" has the meaning ascribed thereto in Section 9(ddd) of this Agreement;

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

"**Debt Instrument**" means any and all agreements, loans, bonds, notes, debentures, indentures, promissory notes, mortgages, guarantees, security agreements or other instruments evidencing indebtedness (demand or otherwise) for borrowed money or other liability to which the Corporation or any of the Subsidiaries are a party or to which their property or assets are otherwise bound and which is material to the Corporation on a consolidated basis, and including all related security documentation;

"**Distribution Period**" means the period commencing on the date of this Agreement and ending on the date on which all of the Units have been sold by the Underwriters to the public or the date on which the Underwriters have ceased distributing the Units;

"**Documents Incorporated by Reference**" means the documents specified in the Prospectus or any Supplementary Material, as the case may be, as being incorporated therein by reference, together with such other documents which are deemed to be incorporated therein by reference pursuant to applicable Canadian Securities Laws;

"**Employee Plans**' has the meaning ascribed thereto in Section 9(qqq) of this Agreement;

"**Engagement Letter**" means the letter agreement dated as of January 12, 2021, as amended January 13, 2021, between the Corporation and the Lead Underwriter relating to the Offering;

"**Environmental Laws**" means all Applicable Laws relating to the environment or environmental issues (including air, surface, water and stratospheric matters), pollution or protection of human health and safety, including without limitation relating to the release, threatened release, manufacture, processing, blending, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials;

"**Expiry Date**" means the date that is 36 months following the Closing Date;

"**Facilities**" means the real property leased by Subsidiaries located at: (i) 4215 N. 40th Avenue, Phoenix, Arizona 85019; and (ii) 4126 W. Indian School Road, Phoenix, Arizona 85019;

"**Final Prospectus**" means the (final) short form prospectus of the Corporation, including all of the Documents Incorporated by Reference, and any Supplementary Material thereto, to be prepared and filed by the Corporation with the Securities Commissions in accordance with the Passport System and NI 44-101 in the Qualifying Jurisdictions in respect of the Offering, and for which the Final Receipt has been issued;

"**Final Receipt**" means the receipt issued by the Principal Regulator, evidencing that a receipt has been, or has been deemed to be, issued for the Final Prospectus in each of the Qualifying Jurisdictions;

"**Final U.S. Placement Memorandum**" means the final U.S. private placement memorandum, in a form satisfactory to the Underwriters and the Corporation, acting reasonably, including the Final Prospectus, prepared for the offer and sale of the Units in the United States and to, or for the account or benefit of, U.S. Persons;

"**Financial Material**" means, collectively, (i) the Financial Statements, (ii) the Corporation's management's discussion and analysis relating to the Financial Statements; and (iii) the information in the Prospectus under the heading "Consolidated Capitalization";

"**Financial Statements**" means, collectively, the (i) audited consolidated financial statements of the Corporation for the financial year ended December 31, 2019 (which financial statements include comparative financial information for the 2018 financial year), together with the notes thereto and the auditor's report thereon; and (ii) the unaudited condensed consolidated interim financial statements of the Corporation for the three and nine months ended September 30, 2020 (which financial statements include comparative financial information for the comparable periods in 2019), together with notes thereto;

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

"**Government Official**" means (i) any official, officer, employee or representative of, or any person acting in an official capacity for or on behalf of, any Governmental Entity, (ii) any salaried political party official, elected member of political office or candidate for political office, or (iii) any company, business, enterprise or other entity owned or controlled by any person described in the foregoing clauses;

"**Hazardous Materials**" means chemicals, fluids, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products;

"**IFRS**" means International Financial Reporting Standards as issued by the International Accounting Standards Board;

"**including**", "**include**", and "**includes**" mean "including, without limitation", "include, without limitation" and "includes, without limitation", respectively;

"**Indemnified Parties**" has the meaning ascribed thereto in Section 17(d) of this Agreement;

"**intellectual property**" has the meaning ascribed thereto in Section 7(lll) of this Agreement;

"**Lead Underwriter**" has the meaning ascribed thereto in the first paragraph of this Agreement;

"**Leased Premises**" means the premises which are material to the Corporation or a Subsidiary and which the Corporation or a Subsidiary occupies as a tenant;

"**Liens**" means any encumbrance or title defect of whatever kind or nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by law (statutory or otherwise), including any mortgage, lien, charge, pledge or security interest, whether fixed or floating, or any assignment, lease, option, right of pre-emption, privilege, encumbrance, easement, servitude, right of way, restrictive covenant, right of use or any other right or claim of any kind or nature whatsoever which affects ownership or possession of, or title to, any interest in, or right to use or occupy such property or assets;

"**Losses**" has the meaning ascribed thereto in Section 17(a) of this Agreement;

"**marketing materials**" has the meaning ascribed thereto in NI 41-101;

"**Marketing Materials**" means, collectively, the term sheets for the Offering dated January 12, 2021 and January 13, 2021, each as agreed to between the Corporation and the Lead Underwriter and filed and delivered by the Corporation in accordance with NI 41-101 and NI 44-101 in the Qualifying Jurisdictions;

"**Material Adverse Effect**" means any event, change, fact, or state of being which could reasonably be expected to have a significant and adverse effect on the business, affairs, capital, operation, properties, permits, assets, liabilities (absolute, accrued, contingent or otherwise) or condition (financial or otherwise) of the Corporation and the Subsidiaries considered on a consolidated basis;

"**Material Agreement**" means any and all contracts, commitments, agreements (written or oral), instruments, leases or other documents, including licenses, sub-licenses, supply, manufacturing, licensing, branding, distribution, sales, investment, joint venture or strategic alliance, collaboration, service or consulting agreements or any other similar type agreements, to which the Corporation or any of the Subsidiaries is a party or to which their Business Assets are otherwise bound, and which is material to the Corporation on a consolidated basis;

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

"**MI 11-102**" means Multilateral Instrument 11-102 – *Passport System*;

"**NI 41-101**" means National Instrument 41-101 – *General Prospectus Requirements*;

"**NI 44-101**" means National Instrument 44-101 – *Short Form Prospectus Distributions*;

"**NI 51-102**" means National Instrument 51-102 – *Continuous Disclosure Obligations*;

"**NP 11-202**" means National Policy 11-202 – *Process for Prospectus Reviews in Multiple Jurisdictions*;

"**Offered Securities**" means collectively, the Units, the Unit Shares, the Warrants and the Warrant Shares;

"**Offering**" has the meaning ascribed thereto in the third paragraph of this Agreement;

"**Offering Documents**" means, collectively, the Preliminary Prospectus, the Final Prospectus, the U.S. Placement Memorandum and any Supplementary Material;

"**Offering Price**" has the meaning ascribed thereto in the first paragraph of this Agreement;

"**Over-Allotment Closing Date**" has the meaning ascribed thereto in Section 11(b) of this Agreement;

"**Over-Allotment Notice**" has the meaning ascribed thereto in Section 11(b) of this Agreement;

"**Over-Allotment Option**" has the meaning ascribed thereto in the second paragraph of this Agreement;

"**Passport System**" means the system for review of prospectus filings set out MI 11-102 and NP 11-202;

"**Person**" includes any individual (whether acting as an executor, trustee administrator, legal representative or otherwise), corporation, firm, partnership, sole proprietorship, syndicate, joint venture, trustee, trust, unincorporated organization or association, and pronouns have a similar extended meaning;

"**Preliminary Prospectus**" means the preliminary short form prospectus of the Corporation dated the date hereof, including all of the Documents Incorporated by Reference, and any Supplementary Material thereto, prepared and filed concurrently with the execution of this Agreement by the Corporation in accordance with the Passport System and NI 44-101 in the Qualifying Jurisdictions in respect of the Offering, and for which the Preliminary Receipt has been issued;

"**Preliminary Receipt**" means the receipt issued by the Principal Regulator, evidencing that a receipt has been, or has been deemed to be, issued for the Preliminary Prospectus in each of the Qualifying Jurisdictions;

"Preliminary U.S. Placement Memorandum" means the preliminary U.S. private placement memorandum, in a form satisfactory to the Underwriters and the Corporation, acting reasonably, including the Preliminary Prospectus, prepared for the offer and sale of the Units in the United States and to, or for the account or benefit of, U.S. Persons;

"**President's List**" has the meaning ascribed thereto in Section 19 of this Agreement;

"**Principal Regulator**" means the British Columbia Securities Commission;

"**Prospectus**" means, collectively, the Preliminary Prospectus and the Final Prospectus, and any Prospectus Amendment thereto;

"**Prospectus Amendment**" means any amendment to the Prospectus required to be prepared and filed by the Corporation pursuant to Canadian Securities Laws;

"**provide**" in the context of sending or making available marketing materials to a potential investor of Units, whether in the context of a "road show" (as defined in NI 41-101) or otherwise, has the meaning ascribed thereto under Canadian Securities Laws;

"**Public Disclosure Record**" means, collectively, all of the documents which have been filed on www.sedar.com by or on behalf of the Corporation with the Securities Commissions pursuant to the requirements of Canadian Securities Laws;

"**Purchasers**" means, collectively, each of the purchasers of Units arranged by the Underwriters in connection with the Offering, including, if applicable, the Underwriters;

"**Qualified Institutional Buyer"** means a qualified institutional buyer as that term is defined in Rule 144A(a)(1) of Rule 144A;

"**Qualifying Jurisdictions**" means all the provinces of Canada, except for Québec;

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

"**Repayment Event**" means any event or condition which gives the holder of any Debt Instrument (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a material portion of such indebtedness by the Corporation or its subsidiaries;

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

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

"**Securities Commissions**" means, collectively, the securities commissions or similar regulatory authorities in the Qualifying Jurisdictions;

"**Securities Laws**" means, collectively, Canadian Securities Laws, U.S. Securities Laws and all applicable securities laws, rules, regulations, policies and other instruments promulgated by the Securities Regulators in any of the other Selling Jurisdictions, including the CSE;

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

"**Selling Firm**" has the meaning ascribed thereto in Section 3(c) of this Agreement;

"**Selling Jurisdictions**" means, collectively, the Qualifying Jurisdictions, the United States and such other jurisdictions outside of Canada and the United States as mutually agreed to by the Corporation and the Underwriters, in each case acting reasonably;

"**Standard Listing Conditions**" means the customary post-closing listing conditions imposed by the CSE;

"**Subordinated Voting Shares**" means the common shares in the capital of the Corporation;

"**Subsidiaries**" means, collectively, New Gen Holdings, Inc., Step 1 Consulting, LLC, New Gen Admin Services, LLC, New Gen Agricultural Services, LLC, New Gen Real Estate Services, LLC, Hydroponics Solutions, LLC, X-Tane, LLC, Pure Touch Botanicals, LLC, Vapen, LLC, Vapen CBD, LLC, RDF Management, LLC and Firebrand LLC, and "**Subsidiary**" means any one of them;

"**subsidiary**" has the meaning ascribed thereto in the *Securities Act* (British Columbia);

"**Super Voting Shares**" means the class of shares designated as Class A common shares in the capital of the Corporation, each Class A common share convertible into 100 Subordinated Voting Shares with the right to one vote for each Subordinated Voting Share into which such Class A common share is convertible;

"**Supplementary Material**" means, collectively, any Prospectus Amendment, any amendment to any of the other Offering Documents, or any amendment or supplemental prospectus or ancillary materials that may be filed by or on behalf of the Corporation under Securities Laws relating to the Offering;

"**Survival Limitation Date**" means the later of: (i) the third anniversary of the Closing Date; and (ii) the latest date under Canadian Securities Laws relevant to a purchaser of any Units (non-residents of Canada being deemed to be resident in the Province of Ontario for such purposes) that a purchaser of Units may be entitled to commence an action or exercise a right of rescission, with respect to a misrepresentation contained in the Prospectus or, if applicable, any Supplementary Material;

"**Tax Act**" means the *Income Tax Act* (Canada), as amended, and the regulations made thereunder;

"**Taxes**" has the meaning ascribed thereto in Section 9(cc);

"**template version**" has the meaning ascribed thereto in NI 41-101, and includes any revised template version of marketing materials as contemplated under NI 41-101 and NI 44-101;

"**Transaction Documents**" means collectively, this Agreement, the Warrant Indenture and the Compensation Option Certificates;

"**Transfer Agent**" means Odyssey Trust Company, in its capacity as transfer agent and registrar in respect of the Subordinated Voting Shares at its principal office in Vancouver, British Columbia;

"**Underwriters**" has the meaning ascribed thereto in the first paragraph of this Agreement;

"**Unit Shares**" has the meaning ascribed thereto in the first paragraph of this Agreement and for the avoidance of doubt includes all Additional Shares issued upon any exercise of the Over-Allotment Option;

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

"**Units**" has the meaning ascribed thereto in the third paragraph of this Agreement;

"**U.S. Affiliates**" means the United States registered broker-dealer affiliates of the Underwriters;

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

"**U.S. Person**" means a "U.S. person" as such term is defined in Rule 902(k) of Regulation S;

"**U.S. Placement Memorandum**" means collectively, the Preliminary U.S. Placement Memorandum and the Final U.S. Placement Memorandum;

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

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

"**Warrant Agent**" has the meaning ascribed thereto in the first paragraph of this Agreement;

"**Warrant Indenture**" has the meaning ascribed thereto in the first paragraph of this Agreement;

"**Warrant Shares**" has the meaning ascribed thereto in the first paragraph of this Agreement, and for the avoidance of doubt includes the Warrant Shares issuable upon exercise of any Additional Warrants;

"**Warrants**" has the meaning ascribed thereto in the first paragraph of this Agreement, and for the avoidance of doubt includes all Additional Warrants issued upon any exercise of the Over-Allotment Option;

"**Work Fee**" has the meaning ascribed thereto in Section 19 of this Agreement;

"**Work Fee Option Certificates**" means the certificates representing the Work Fee Options and containing the terms thereof;

"**Work Fee Options**" has the meaning ascribed thereto in Section 19 of this Agreement; and

"**Work Fee Share**" has the meaning ascribed thereto in Section 19 of this Agreement.

(b) **Prospectus Defined Terms.** Capitalized terms used but not defined herein have the meanings ascribed to them in the Prospectus.

(c) **Divisions and Headings.** The division of this Agreement into sections, subsections, paragraphs and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless something in the subject matter or context is inconsistent therewith, references herein to sections, paragraphs and other subdivisions are to sections, paragraphs and other subdivisions of this Agreement.

(d) **Number and Gender.** Where the context so requires, words importing the singular number include the plural and vice versa, and words importing gender shall include the masculine, feminine and neuter genders.

(e) **Currency.** Any reference in this Agreement to $ shall refer to the lawful currency of Canada, unless otherwise specified.

(f) **Schedules.** The following schedules are attached to this Agreement, which schedules are deemed to be incorporated into and form part of this Agreement:

Schedule "A"	-	Subsidiaries
Schedule "B"	-	Details of Outstanding Convertible Securities and Rights to Acquire Securities
Schedule "C"	-	United States Offers and Sales

(g) **Knowledge.** Any statement in this Agreement expressed to be made to the knowledge of the Corporation shall be interpreted to be made on the basis of the best knowledge, information and belief of each of Eric Offenberger, Chief Executive Officer, and Denise Lok, Chief Financial Officer, after reviewing all relevant

records and making due inquiries regarding the relevant subject matter, or on the basis of such knowledge of the relevant subject matter as each such person would have had if each such person had conducted such reviews and inquiries.

2. Attributes of the Securities. The Offered Securities to be issued and sold by the Corporation hereunder shall be duly and validly issued by the Corporation, and such Offered Securities, along with the Over-Allotment Option, shall have rights, privileges, restrictions and conditions that conform in all material respects to the rights, privileges, restrictions and conditions set forth in the Offering Documents, subject to such modifications or changes (if any) prior to the Closing Date as may be agreed to in writing by the Corporation and the Underwriters.

3. The Offering.

(a) The sale of the Units to the Purchasers shall be effected in a manner that is in compliance with applicable Securities Laws and upon the terms and conditions set out in the Prospectus and in this Agreement.

(b) Each Purchaser resident in a Qualifying Jurisdiction shall purchase the Units (or Additional Securities, as applicable) pursuant to the Final Prospectus. Each Purchaser in the United States shall purchase the Units (or Additional Securities, as applicable) pursuant to the Final U.S. Placement Memorandum. Each Purchaser in the United States shall also purchase the Units or Additional Securities in accordance with Schedule "C" to this Agreement. Each other Purchaser shall purchase the Units in accordance with such procedures as the Corporation and the Underwriters may mutually agree, acting reasonably, in order to fully comply with applicable Securities Laws and the Corporation hereby agrees to comply with all Securities Laws, including as to the filing of any notices or forms, on a timely basis in connection with the distribution of the Units so that the distribution of the Units in the Selling Jurisdictions outside of Canada and the United States may lawfully occur so as not to require registration or filing of a prospectus or similar document with respect thereto or compliance by the Corporation with regulatory requirements (including any continuous disclosure obligations) under the laws of, or subject the Corporation (or any of its directors, officers or employees) to any inquiry, investigation or proceeding of any securities regulatory authority, stock exchange or other authority under applicable Securities Laws in, such Selling Jurisdictions outside of Canada and the United States.

(c) The Corporation agrees that the Underwriters shall have the right to invite one or more dealers (each, a "**Selling Firm**") to form a selling group to participate in soliciting offers to purchase the Units. The Underwriters shall have the exclusive right to control all compensation arrangements between the members of the selling group (comprised of such Selling Firms) and the Underwriters. The Corporation grants all of the rights and benefits of this Agreement to any Selling Firm so appointed by the Underwriters and appoints the Underwriters as trustees of such rights and benefits for such Selling Firms, and the Underwriters hereby accept such trust and agree to hold such rights and benefits for and on behalf of such Selling Firms. Any Underwriter who appoints a Selling Firm pursuant to the provisions of this Section 3(c) shall use its commercially reasonable efforts to ensure such Selling Firm agrees with the Underwriters to comply with the covenants and obligations given by the Underwriters herein.

4. Distribution and Certain Obligations of the Underwriters. Each Underwriter hereby severally, and neither jointly, nor jointly and severally, covenants to and agrees with the Corporation as follows:

(a) *Compliance with Applicable Laws*. The Underwriter will offer for sale and sell the Units in the Selling Jurisdictions where they may lawfully be offered for sale, in accordance with applicable Securities Laws, and upon the terms and conditions set out in the Prospectus and this Agreement. The Underwriters will offer for sale and sell the Units in the United States through their duly-registered U.S. Affiliates pursuant to the exemptions from the registration requirements of U.S. Securities Laws provided by Rule 144A and similar exemptions under applicable state securities laws, and in such other international Selling Jurisdictions on a private placement basis, in accordance with applicable Securities Laws in such other international Selling Jurisdictions. Any offer for sale or sale of the Units or Additional Securities will be made in accordance with Schedule "C" to this Agreement

(b) *Distribution*. The Underwriter will (i) use all commercially reasonable efforts to complete the distribution of the Units as soon as reasonably practicable; and (ii) promptly notify the Corporation when, in its opinion, the Underwriter and the Selling Firms have ceased distribution of the Units and, within 30 days after completion of the distribution, provide the Corporation with a written breakdown of the number of Units distributed in (A) each of the Qualifying Jurisdictions, and (B) any other Selling Jurisdictions.

Notwithstanding the foregoing provisions of this Section 4, no Underwriter will be liable under this Agreement for any act or omission of any other Underwriter, or any Selling Firm appointed by such other Underwriter, as the case may be.

5. Representations and Warranties of the Underwriters. Each Underwriter hereby severally, and neither jointly, nor jointly and severally, represents and warrants to the Corporation, and acknowledges that the Corporation is relying upon each of such representations and warranties in entering into the transactions contemplated hereby, as follows:

(a) *Duly Registered.* The Underwriter is, and will remain, until the completion of the Offering, appropriately registered under applicable Securities Laws so as to permit it to lawfully fulfil its obligations hereunder.

(b) *Corporate Authority*. The Underwriter is duly organized and is in good standing under the laws of its jurisdiction and has all requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated under this Agreement on the terms and conditions set forth herein.

(c) *Valid and Binding Agreement*. This Agreement has been duly authorized, executed and delivered by the Underwriter and constitutes a legal, valid and binding obligation of the Underwriter enforceable against the Underwriter in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally, except as limited by the application of equitable principles when equitable remedies are sought and except as rights to indemnity, contribution and waiver of contribution may be limited by Applicable Laws.

(d) *U.S. Securities Laws.* The Underwriter, on its own behalf and on behalf of its U.S. Affiliates, makes the representations, warranties and covenants applicable to it in Schedule "C" attached hereto and acknowledges that the terms and conditions of the representations, warranties and covenants of the parties contained in Schedule "C" form part of this Agreement.

Notwithstanding the foregoing provisions of this Section 5, no Underwriter will be liable under this Agreement with respect to a breach of a representation or warranty contained in this Agreement by another Underwriter, or any Selling Firm appointed by such other Underwriter, as the case may be. The representations and warranties of each Underwriter contained in this Agreement shall be true at the Closing Time as though they were made at the Closing Time and they shall not survive the completion of the transactions contemplated under this Agreement but shall terminate on the completion of the distribution of the Units.

6. Deliveries on Filing and Related Matters.

(a) In connection with the Preliminary Prospectus (and prior to or concurrently with the filing thereof, as applicable), the Corporation:

(i) will (A) file on the date hereof, concurrently with the execution of this Agreement, the Preliminary Prospectus, and (B) obtain the Preliminary Receipt prior to 3:00 p.m. (Toronto time) on the date hereof, or such other time as agreed to by the Lead Underwriter (on behalf of the Underwriters), and (C) take all other steps and proceedings that may be necessary in connection therewith;

(ii) will deliver or cause to be delivered to the Underwriters a copy of the Preliminary Prospectus manually signed and certified on behalf of the Corporation, by the persons and in the form as required by Canadian Securities Laws;

(iii) will deliver or cause to be delivered to the Underwriters a copy of any other document required to be filed with or delivered to the Securities Commissions in connection with the Offering, including any Supplementary Material or Document Incorporated by Reference in the Preliminary Prospectus (other than any document already filed publicly with the Securities Commissions);

(iv) will deliver or caused to be delivered to the Underwriters a copy of the Preliminary U.S. Placement Memorandum in respect of the Preliminary Prospectus, if applicable; and

(v) will deliver to the Underwriters, without charge, as soon as practicable but in any event by the next Business Day (or for delivery locations outside of Toronto, on the second Business Day) after the Preliminary Receipt is obtained (and will thereafter deliver from time to time), as many commercial copies of the Preliminary Prospectus and, if applicable, the Preliminary U.S. Placement Memorandum (and any Supplementary Material) as the Underwriters reasonably request (and may hereafter reasonably request) for the purposes contemplated hereunder and contemplated by applicable Securities Laws and each such delivery of the Preliminary Prospectus and, if applicable, the Preliminary U.S. Placement Memorandum (and any Supplementary Material) shall constitute the consent of the Corporation to the use of such documents by the Underwriters, the U.S. Affiliates and each Selling Firm in connection with the Offering, subject to the Underwriters, the U.S. Affiliates and each Selling Firm complying with the provisions of applicable Securities Laws and the provisions of this Agreement.

(b) In connection with the Final Prospectus (and prior to or concurrently with the filing thereof, as applicable), the Corporation:

(i) will (A) have satisfied all comments made and deficiencies raised by the Securities Commissions with respect to the Preliminary Prospectus, (B) file the Final Prospectus and obtain the Final Receipt prior to 12:00 p.m. (Toronto time) on January 27, 2021, or such other date as may be mutually agreed, and will take all other steps and proceedings that may be necessary in order to qualify the Units and the Over-Allotment Option for distribution to the public in each of the Qualifying Jurisdictions;

(ii) will deliver or cause to be delivered to the Underwriters a copy of the Final Prospectus manually signed and certified on behalf of the Corporation, by the persons and in the form as required by Canadian Securities Laws;

(iii) will deliver or cause to be delivered to the Underwriters a copy of any other document required to be filed with or delivered to the Securities Commissions in connection with the Offering, including any Supplementary Material or Document Incorporated by Reference in the Final Prospectus (other than any document already filed publicly with the Securities Commissions);

(iv) will cause the Corporation's Auditors to deliver a "long-form" comfort letter, dated the date of the Final Prospectus, in form and substance satisfactory to the Underwriters, acting reasonably, addressed to the Underwriters and the directors of the Corporation, with respect to the verification of financial and accounting information and other numerical data of a financial nature contained in the Final Prospectus, and matters involving changes or developments since the respective dates as of which specified financial information is given therein, which letter shall be based on a review by the Corporation's Auditors within a cut-off date of not more than two Business Days prior to the date of the letter and which letter shall be in addition to the Corporation's Auditors' consent letter and comfort letter (if any) addressed to the Securities Commissions;

(v) will deliver or cause to be delivered to the Underwriters a copy of the Final U.S. Placement Memorandum in respect of the Final Prospectus, if applicable;

(vi) will deliver to the Underwriters, without charge, as soon as practicable but in any event by the next Business Day (or for delivery locations outside of Toronto, on the second Business Day) after the Final Receipt is obtained (and will thereafter deliver from time to time), as many commercial copies of the Final Prospectus and, if applicable, the Final U.S. Placement Memorandum (and any Supplementary Material) as the Underwriters may reasonably request for the purposes contemplated hereunder and contemplated by applicable Securities Laws and each such delivery of the Final Prospectus and, if applicable, the Final U.S. Placement Memorandum (and any Supplementary Material) shall constitute the consent of the Corporation to the use of such documents by the Underwriters and each Selling Firm in connection with the Offering, subject to the Underwriters and each Selling Firm complying with the provisions of applicable Securities Laws and the provisions of this Agreement.

(c) Prior to or concurrently with the filing of any Prospectus Amendment to the Preliminary Prospectus with the Securities Commissions, the Corporation will deliver to the Underwriters documents similar to those referred to in Sections 6(a)(ii) to 6(a)(v) inclusive and prior to or concurrently with the filing of any Prospectus Amendment to the Final Prospectus with the Securities Commissions, the Corporation will deliver to the Underwriters documents similar to those referred to in Sections 6(b)(ii) to 6(b)(iv) inclusive.

(d) Prior to the filing of any Offering Document and prior to the completion of the Distribution Period, the Corporation shall allow the Underwriters to participate fully in the preparation of the Offering Documents (other than material filed prior to the date hereof and incorporated by reference therein) and shall allow the Underwriters to conduct all due diligence investigation of the Corporation which the Underwriters may reasonably require in order to fulfil their obligations as underwriters and in order to enable them to responsibly execute the certificates required to be executed by them at the end of each of the Offering Documents, as applicable. The Corporation shall make available to the Underwriters and their counsel, on a timely basis, all documents and information necessary to complete such due diligence investigation of the Corporation, and without limiting the scope of the due diligence investigation the Underwriters may conduct, the Corporation shall participate in and shall use commercially reasonable efforts to cause the Corporation's Auditors and counsel to participate in one or more due diligence sessions to be held prior to the filing of any Offering Document and prior to the completion of the Distribution Period.

(e) Each delivery of the Offering Documents by the Corporation shall constitute the representation and warranty of the Corporation to the Underwriters and the U.S. Affiliates that (except for information and statements relating solely to the Underwriters or the U.S. Affiliates and provided by the Underwriters or the U.S. Affiliates in writing specifically for use in the applicable Offering Document), as at their respective dates (or their respective dates of filing, if filed after their respective dates):

(i) all information and statements contained in the Offering Documents, are true and correct in all material respects and contain no misrepresentation and constitute full, true and plain disclosure of all material facts relating to the Corporation, the Offering, the Offered Securities, the Over-Allotment Option and the Compensation Securities as required by applicable Canadian Securities Laws;

(ii) the Offering Documents do not contain an untrue statement of material fact and no material fact or information has been omitted therefrom which is required to be stated in such disclosure or is necessary to make the statements or information contained in such disclosure not misleading in light of the circumstances under which they were made or disclosed; and

(iii) the Offering Documents fully comply with the requirements of applicable Securities Laws.

(f) During and prior to the completion of the Distribution Period, the Corporation will, to the satisfaction of counsel to the Underwriters, acting reasonably, promptly take or cause to be taken all steps and proceedings that may be required from time to time under the Canadian Securities Laws to qualify the Units for sale to

the public and the grant of the Over-Allotment Option in each of the Qualifying Jurisdictions or, in the event that they have, for any reason, ceased to be so qualified, to again so qualify them.

(g) During and prior to the completion of the Distribution Period, the Corporation will (i) obtain prior approval of the Underwriters as to the content and form of any press release or other material public disclosure document relating to the Offering prior to issuance, such approval not to be unreasonably withheld; and (ii) provide copies of any other press releases or material public disclosure documents to the Underwriters and provide a reasonable opportunity to the Underwriters to review the same and consult in respect of the same with the Underwriters, who shall act reasonably in respect of such consultation. In addition, any press release announcing or otherwise referring to the Offering disseminated outside the United States shall comply with the requirements of Rule 135e under the U.S. Securities Act and shall include an appropriate notation on the face page as follows: "*Not for distribution to U.S. news wire services, or dissemination in the United States.*", and shall include substantially the following language: "This press release shall not constitute an offer to sell or the solicitation of an offer to buy the securities in the United States or to, or for the account or benefit of, any U.S. Person (as defined in Regulation S under the United States Securities Act of 1933, as amended). The securities being offered have not been, nor will they be, registered under the United States Securities Act of 1933, as amended, or any state securities laws and may not be offered or sold in the United States or to, or for the account or benefit of, a U.S. Person, absent registration or an applicable exemption from the registration requirements of the United States Securities Act of 1933, as amended, and applicable state securities laws.". For certainty, no such press release shall be issued into the United States.

(h) In connection with marketing materials:

(i) as applicable, each of the Corporation and the Lead Underwriter (on behalf of the Underwriters) has approved in writing the template version of the Marketing Materials, the Corporation has filed the template version of the Marketing Materials with the Securities Commissions and the Corporation shall incorporate by reference into the Final Prospectus the template version of the Marketing Materials, all in accordance with Canadian Securities Laws;

(ii) as applicable, the Corporation removed all comparables (as defined in NI 41-101) and all disclosure relating to such comparables from the template version of the Marketing Materials in accordance with NI 41-101 prior to filing the template version of the Marketing Materials with the Securities Commissions and, as applicable, the Corporation delivered to the Principal Regulator a complete template version of the Marketing Materials containing such comparables and all disclosure relating to such comparables in accordance with Canadian Securities Laws;

(iii) during and prior to the completion of the Distribution Period, the Corporation and the Underwriters will not provide any potential Purchaser with any marketing materials except for marketing materials that comply with Canadian Securities Laws and the template versions of which have been approved in writing by each of the Corporation and the Lead Underwriter (on behalf of the Underwriters); and

(iv) during and prior to the completion of the Distribution Period, in addition to the Marketing Materials, the Corporation will cooperate with and assist, acting reasonably, the Underwriters in preparing and approving in writing the template versions of any other marketing materials to be used by the Underwriters in connection with the Offering and will file with and deliver to the Securities Commissions and incorporate by reference into the Final Prospectus such template versions in accordance with Canadian Securities Laws.

7. Material Changes.

(a) During and prior to the completion of the Distribution Period, the Corporation shall promptly inform the Underwriters in writing of the full particulars of:

(i) any material change (actual, anticipated, contemplated, threatened, prospective, financial or otherwise) in the assets, liabilities (contingent or otherwise), business, affairs, operations, prospects, capital or control of the Corporation (on a consolidated basis);

(ii) any material fact which has arisen or has been discovered and would have been required to have been stated in any Offering Document had the fact arisen or been discovered on, or prior to, the date of such document; and

(iii) any change in any material fact (which for the purposes of this Agreement shall be deemed to include the disclosure of any previously undisclosed material fact) contained in the Offering Documents or any event or state of facts that has occurred after the date hereof, which, in any case, is, or may be, of such a nature as to render any of the Offering Documents untrue or misleading in any material respect or to result in any misrepresentation in any of the Offering Documents, or which would result in any of the Offering Documents not complying (to the extent that such compliance is required) with the Securities Laws.

(b) The Corporation shall promptly notify the Underwriters in writing with full particulars of any such actual, anticipated, contemplated, threatened or prospective change referred to in Section 7(a). The Corporation shall comply with Sections 6.5 and 6.6 of NI 41-101, and the Corporation shall prepare and file promptly and, in any event, within the applicable time limitation periods with the Securities Commissions any Supplementary Material or material change report which may be required under Canadian Securities Laws and shall comply with all other applicable filing requirements and other requirements under Canadian Securities Laws, including any requirements necessary to qualify the distribution of the Units and the grant of the Over-Allotment Option, and shall deliver to the Underwriters as soon as practicable thereafter their reasonable requirements of conformed or commercial copies of any such Supplementary Material. The Corporation shall not file any such new or amended disclosure documentation or material change report without first obtaining the written approval of the form and content thereof by the Underwriters, which approval shall not be unreasonably withheld; provided that the Corporation will not be required to file a registration statement or otherwise register or qualify the Units or the Over-Allotment Option for sale or distribution outside of the Qualifying Jurisdictions.

(c) In addition to the provisions of Sections 7(a) and 7(b), the Corporation shall in good faith discuss with the Underwriters any change, event or fact contemplated in the preceding two paragraphs which is of such a nature that there is or could be reasonable doubt as to whether notice should be given to the Underwriters under Section 7(a) and/or 7(b).

(d) If during the Distribution Period there shall be any change in applicable Canadian Securities Laws which, in the opinion of the Underwriters, acting reasonably, requires the filing of any Supplementary Material, upon written notice from the Underwriters, the Corporation shall, to the satisfaction of the Underwriters, acting reasonably, promptly prepare and file any such Supplementary Material with the appropriate Securities Commissions where such filing is required.

(e) During and prior to the completion of the Distribution Period, the Corporation shall promptly inform the Underwriters in writing of the full particulars of:

(i) any request by any securities regulatory authority or any stock exchange to amend or supplement any Offering Documents or for additional information;

(ii) the suspension of the qualification of the Units, the Over-Allotment Option, the Compensation Options or the Work Fee Options for offering, sale, grant or issuance in any jurisdiction, or of any order suspending or preventing the use of the Offering Documents (including any Supplementary Material) or of the institution or, to the knowledge of the Corporation, threatening of any proceedings for any such purpose;

(iii) any notice or other correspondence received by the Corporation from any regulatory or governmental body and any requests from such bodies for information, a meeting or a

hearing relating to the Corporation or its Subsidiaries, the Offering, the issue and sale of the Units or any other event or state of affairs, that the Corporation reasonably believes could have a Material Adverse Effect; and

(iv) the issuance by any securities regulatory authority or any stock exchange of any order having the effect of ceasing or suspending the distribution of the Units, the grant of the Over-Allotment Option or the trading in any securities of the Corporation, or of the institution or, to the knowledge of the Corporation, threatening of any proceedings for any such purpose.

The Corporation will use its commercially reasonable efforts to prevent the issuance of any such stop order, any such order suspending or preventing such use, or any such order ceasing or suspending the distribution of the Units, the grant of the Over-Allotment Option, the issuance of the Compensation Options, the issuance of the Work Fee Options or the trading in any securities of the Corporation and, if any such order is issued, to obtain the lifting thereof at the earliest possible time.

8. Covenants of the Corporation. The Corporation hereby covenants to and agrees with the Underwriters, and acknowledges that each of them is relying upon each of such covenants and agreements in entering into the transactions contemplated hereby, as follows:

(a) *Notification of Filings*. The Corporation will advise the Underwriters, promptly after receiving notice thereof, of the time when the Offering Documents have been filed, as applicable, and receipts, as applicable, therefor have been obtained and will provide evidence reasonably satisfactory to the Underwriters of each such filing and copies of such receipts.

(b) *Standstill*. The Corporation agrees that, from the date hereof and continuing for a period of 90 days from the Closing Date, it will not, directly or indirectly, without the prior written consent of the Lead Underwriter, such consent not to be unreasonably withheld or delayed, issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, or enter into any derivative transaction that has the effect of any of the foregoing, or agree to or announce any intention to issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, or enter into any derivative transaction that has the effect of any of the foregoing, any additional Subordinated Voting Shares or any securities convertible into or exchangeable for Subordinated Voting Shares, other than issuances**:** (i) pursuant to the Concurrent Private Placement; (ii) pursuant to the exercise of the Over-Allotment Option; (iii) upon the exercise of existing director or employee stock options, bonus or purchase plans or similar share or equity-linked compensation arrangements as detailed in the Corporation's most recently-filed management discussion and analysis; (iv) under director or employee stock options or bonuses granted subsequently in accordance with regulatory approval and in a manner consistent with the Corporation's past practice; (v) upon the exercise of convertible securities, warrants or options outstanding prior to the date of the Engagement Letter; or (vi) pursuant to one or more corporate acquisitions and/or previously announced payments.

(c) *Maintain Reporting Issuer Status*. The Corporation will use its commercially reasonable best efforts to maintain its status as a "reporting issuer" (or the equivalent thereof) not in default of the requirements of the Canadian Securities Laws in each of the Qualifying Jurisdictions, to the date that is at least 36 months following the Closing Date, provided that the foregoing requirement is subject to the obligations of the directors to comply with their fiduciary duties to the Corporation.

(d) *Maintain Stock Exchange Listing*. The Corporation will use its commercially reasonable best efforts to maintain the listing of the Subordinated Voting Shares (including those issuable pursuant to the Offering) and the Warrants (when issued and listed pursuant to the Offering) on the CSE or such other recognized stock exchange or quotation system as the Underwriters may approve, acting reasonably, for a period of at least 36 months following the Closing Date, subject to the Accelerated Exercise Period (in the case of the Warrants only), provided that the foregoing requirement is subject to the obligations of the directors to comply with their fiduciary duties to the Corporation.

(e) *Validly issued Offered Securities.* The Corporation will ensure that at the Closing Time that the Offered Securities have been duly and validly created, authorized and issued on payment of the Offering Price therefor, and have attributes corresponding in all material respects to the description thereof set forth in this Agreement and the Offering Documents.

(f) *Validly Issued Unit Shares*. The Corporation will ensure that at the Closing Time the Unit Shares have been duly and validly issued as fully paid and non-assessable Subordinated Voting Shares.

(g) *Validly Issued Warrants and Warrant Shares*. The Corporation will ensure that at the Closing Time the Warrants are duly and validly created, authorized and issued, and shall have the attributes corresponding to the description thereof set forth in this Agreement, the Offering Documents and the Warrant Indenture. The Corporation will ensure at all times prior to the Expiry Date, that sufficient Warrant Shares are authorized and allotted for issuance upon due and proper exercise of the Warrants, and the Warrant Shares upon their issuance in accordance with the terms of the Warrant Indenture shall be validly issued as fully paid and non-assessable Subordinated Voting Shares.

(h) *Validly Issued Compensation Options*. The Corporation will ensure at the Closing Time that the Compensation Options are duly and validly created, authorized and issued and shall have the attributes corresponding to the description thereof set forth in this Agreement, the Offering Documents and the Compensation Option Certificates.

(i) *Validly Issued Compensation Shares*. The Corporation will ensure, at all times prior to the date that is 36 months from the Closing Date, that sufficient Compensation Shares are authorized and allotted for issuance upon due and proper exercise of the Compensation Options, and upon issuance in accordance with the terms of the Compensation Option Certificates, including payment of the exercise price therefor, the Compensation Shares shall be validly issued as fully paid and non-assessable Subordinated Voting Shares.

(j) *Validly Issued Work Fee Options*. The Corporation will ensure at the Closing Time that the Work Fee Options are duly and validly created, authorized and issued and shall have the attributes corresponding to the description thereof set forth in this Agreement, the Offering Documents and the Work Fee Option Certificates.

(k) *Validly Issued Work Fee Shares*. The Corporation will ensure, at all times prior to the date that is 36 months from the Closing Date, that sufficient Work Fee Shares are authorized and allotted for issuance upon due and proper exercise of the Work Fee Options, and upon issuance in accordance with the terms of the Work Fee Option Certificates, including payment of the exercise price therefor, the Work Fee Shares shall be validly issued as fully paid and non-assessable Subordinated Voting Shares.

(l) *Use of Proceeds*. The Corporation will use the proceeds of the Offering in the manner specified in the Prospectus under the heading "Use of Proceeds".

(m) *Lock-Up Agreements*. The Corporation will use its best efforts to cause each of the officers and directors of the Corporation to enter into lock-up agreements in form and substance satisfactory to the Corporation and the Underwriters, acting reasonably, pursuant to which each such individual will agree, until the date which is 90 days following the Closing Date of the Offering, not to (other than in certain circumstances), without the prior written consent of the Lead Underwriter (on behalf of the Underwriters), directly or indirectly, offer, sell, contract to sell, grant any option to purchase, make any short sale, lend, swap, or otherwise dispose of, transfer, assign, or announce any intention to do so, any Subordinated Voting Shares or any securities convertible into or exchangeable for Subordinated Voting Shares, whether now owned directly or indirectly, or under their control or direction, or with respect to which each has beneficial ownership or enter into any transaction or arrangement that has the effect of transferring, in whole or in part, any of the economic consequences of ownership of Subordinated Voting Shares, whether such transaction is settled by the delivery of Subordinated Voting Shares, other securities, cash or otherwise, other than pursuant to a bona fide take-over bid or any other similar transaction made generally to all of the shareholders of the Corporation, provided that, in the event the change of control or other similar transaction is not completed, such securities shall remain subject to the lock-up agreement.

(n) *Consents and Approvals*. The Corporation will have made or obtained, as applicable, at or prior to the Closing Time, all consents, approvals, permits, authorizations or filings as may be required by the Corporation under Canadian Securities Laws necessary for the consummation of the transactions contemplated herein, other than customary post-closing filings as may be required to be submitted within the applicable time frame pursuant to Securities Laws and the rules and policies of the CSE.

(o) *CSE Listing*. The Corporation shall file such documents as may be required by the CSE and under applicable Securities Laws relating to the Offering in accordance with the time periods prescribed under applicable filing requirements, and the Corporation shall use its commercially reasonable efforts to ensure that the Unit Shares andWarrants are listed on the CSE as of the Closing Date and that the Warrant Shares, Compensation Shares and Work Fee Shares will, when issued, be listed on the CSE.

(p) *Closing Conditions*. The Corporation will have, at or prior to the Closing Time, fulfilled or caused to be fulfilled, each of the conditions set out in Section 12 hereof.

9. Representations and Warranties of the Corporation. The Corporation hereby represents and warrants to the Underwriters, and acknowledges that each of them is relying upon each of such representations and warranties in entering into the transactions contemplated hereby, as follows:

General Matters

(a) *Good Standing of the Corporation*. The Corporation (i) has been duly incorporated under the Act and is up-to-date in all material corporate filings and in good standing under the Act; (ii) has all requisite corporate power and capacity to carry on its business as now conducted and to own, lease and operate its properties and assets, including the Business Assets; and (iii) has all requisite corporate power and authority to create, issue and sell the Offered Securities and Compensation Securities and to enter into and carry out its obligations under the Transaction Documents.

(b) *Good Standing and Ownership of Subsidiaries*. The Corporation's only direct or indirect subsidiaries are the Subsidiaries. Each of the Subsidiaries is duly incorporated or amalgamated, validly existing and in good standing under the laws of its jurisdiction of incorporation or formation and has all requisite corporate power and capacity to carry on its business as now conducted and to own, lease and operate its properties and assets, including the Business Assets. The Corporation directly or indirectly owns all of the outstanding shares of the Subsidiaries as disclosed in Schedule "A" hereto, and all such shares are legally and beneficially owned by the Corporation, free and clear of all Liens or demands of any kind whatsoever, and all of such shares have been duly authorized and validly issued and are outstanding as fully paid and non-assessable shares (or the equivalent legal concept in another jurisdiction) and no Person has any right, agreement or option, exercisable now or in the future, for the purchase from the Corporation of any interest in any of such shares or for the issue or allotment of any unissued shares in the capital of the Subsidiaries or any other security convertible into or exchangeable for any such shares.

(c) *Equity Investees or Other Interests*. Other than the Subsidiaries, the Corporation has never had any and currently has no equity or joint venture interest nor any investment or proposed investment in any Person which accounted for, or which is expected to account for, more than 5% of the assets, liabilities or revenues of the Corporation or which was or would otherwise be material to the business or affairs of the Corporation. The Subsidiaries have never had any and currently have no equity or joint venture interest nor any investment or proposed investment in any Person which accounted for, or which is expected to account for, more than 5% of the assets, liabilities or revenues of the Subsidiaries or which was or would otherwise be material to the business or affairs of the Subsidiaries.

(d) *Carrying on Business*. The Corporation and each of the Subsidiaries and, to the knowledge of the Corporation, all directors, officers and employees of each: (i) is and at all times has been conducting its Business in accordance with sound industry practices and in material compliance with all Applicable Laws and Authorizations; (ii) has not received any correspondence or notice from any Governmental Entity alleging or asserting material non-compliance with any Applicable Laws or Authorizations; (iii) possesses all material Authorizations required for the conduct of the Business as presently conducted, and such Authorizations are valid and in full force and effect and are not in violation of any material term of any

such Authorizations; (iv) has not received notice of any pending or threatened claim, suit, proceeding, charge, hearing, enforcement, audit, investigation, arbitration or other action from any Governmental Entity or third party alleging that any operation or activity of the Corporation or any of the Subsidiaries or, to the knowledge of the Corporation any of their directors, officers and/or employees is in violation of any Applicable Laws or material Authorizations and has no knowledge or reason to believe that any such Governmental Entity or third party is considering or would have reasonable grounds to consider any such claim, suit, proceeding, charge, hearing, enforcement, audit, investigation, arbitration or other action; (v) has not received notice that any Governmental Entity has taken, is taking, or intends to take action to limit, suspend, modify or revoke any material Authorizations, or advising of the refusal to grant any Authorizations that has been applied for or are in process of being granted, and has no knowledge or reason to believe that any such Governmental Entity is considering taking or would have reasonable grounds to take such action; and (vi) has, or has had on its behalf, filed, declared, obtained, maintained or submitted all reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments as required by any Applicable Laws or Authorizations and to keep all licenses in good standing and that all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were materially complete and correct on the date filed (or were corrected or supplemented by a subsequent submission). The Corporation is not aware of any legislation or regulations or proposed legislation or regulations published by any Governmental Entity, which it anticipated will have a Material Adverse Effect. Notwithstanding the foregoing, this representation and warranty does not include the Controlled Substances Act, 21 USC 801 et seq., as it applies to marijuana (including any implementing regulations and schedules in effect at the relevant time) or any other U.S. federal law the violation of which is predicated upon a violation of the Controlled Substances Act as it applies to marijuana.

(e) *No Proceedings for Dissolution*. No proceedings have been taken, instituted or, are pending for the dissolution, liquidation or winding up of the Corporation nor any Subsidiary.

(f) *Freedom to Compete*. Neither the Corporation nor any Subsidiary is a party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of the Corporation or any Subsidiary (i) to compete in any line of business, (ii) to transfer or move any of its assets or operations, or (iii) which would have a Material Adverse Effect.

(g) *Share Capital of the Corporation*. The authorized capital of the Corporation consists of (i) an unlimited number of Subordinated Voting Shares of which, as of the close of business on January 18, 2021, 46,883,291 Subordinated Voting Shares were outstanding as fully paid and non-assessable shares in the capital of the Corporation and (ii) an unlimited number of Super Voting Shares of which, as of the close of business on January 18, 2021, 684,471 Super Voting Shares were outstanding as fully paid and non-assessable shares in the capital of the Corporation. The description of the attributes of the authorized and issued share capital of the Corporation as set out under the heading "Description of Share Capital" in the Prospectus is true and correct.

(h) *Share Capital of the Subsidiaries.* The authorized and outstanding share capital of the Subsidiaries as set out in Schedule "A" hereto is true and complete at the date hereof, and all of the shares are outstanding as fully paid and non-assessable.

(i) *Absence of Rights*. Except as referred to in Schedule "B" hereto and in connection with the Concurrent Private Placement, no Person now has any agreement or option or right or privilege (whether at law, pre-emptive or contractual) capable of becoming an agreement for the purchase, subscription or issuance of, or conversion into, any unissued shares, securities, warrants or convertible obligations of any nature of the Corporation. The Offered Securities, upon issuance, will not be issued in violation of or subject to any pre-emptive rights or contractual rights to purchase securities issued by the Corporation.

(j) *Stock Exchange Listing and Compliance.* The issued and outstanding Subordinated Voting Shares are listed and posted for trading on the CSE and the OTCQX, and the Corporation has not taken any action which would reasonably be expected to result in the delisting or suspension of the Subordinated Voting Shares on or from the CSE and the Corporation is currently in compliance with the rules and policies of the CSE.

(k) *No Cease Trade Orders*. No order ceasing or suspending trading in the Subordinated Voting Shares or other securities of the Corporation or prohibiting the issuance or sale of the Offered Securities or the issuance of the Compensation Securities has been issued by any regulatory authority which is continuing in effect and, to the knowledge of the Corporation, no proceedings for such purpose has been threatened or are pending.

(l) *Reporting Issuer Status*. The Corporation is a "reporting issuer", not included in a list of defaulting reporting issuers maintained by the Securities Commissions in each of the Qualifying Jurisdictions. The Corporation has complied with its obligations to make timely disclosure of all material changes and material facts relating to it and there is no material change or material fact relating to the Corporation which has occurred and with respect to which the requisite news release has not been disseminated or material change report, as applicable, has not been filed with the securities regulators in each of the Qualifying Jurisdictions.

(m) *No Voting Control or Operation Agreements.* The Corporation is not a party to any agreement, nor is the Corporation aware of any agreement currently in effect or being contemplated or negotiated, which in any manner affects the voting control of any of the securities of the Corporation or the management or operation of the Corporation.

(n) *Transfer Agent*. The Transfer Agent at its principal office in Vancouver, British Columbia has been duly appointed as the registrar and transfer agent in respect of the Subordinated Voting Shares.

(o) *Material Agreements and Debt Instruments*. All Material Agreements and Debt Instruments have been disclosed in the Offering Documents, and each is valid, subsisting, in good standing and in full force and effect, enforceable in accordance with the terms thereof. The Corporation and each of the Subsidiaries has performed all obligations (including payment obligations) in a timely manner under and are in material compliance with all terms and conditions contained in each Material Agreement and Debt Instrument. Neither the Corporation nor any Subsidiary is in violation, breach or default nor has either received any notification from any party claiming that the Corporation or any Subsidiary is in violation, breach or default under any Material Agreement or Debt Instrument and no other party, to the knowledge of the Corporation, is in breach, violation or default of any term under any Material Agreement or Debt Instrument.

(p) *Absence of Debt Instruments*. Other than as disclosed in the Offering Documents, the Corporation and the Subsidiaries are not party to any Debt Instrument or any agreement, contract or commitment to create, assume or issue any Debt Instrument and neither the Corporation nor any Subsidiary has made any loans to, or guaranteed the obligations of, any Person.

(q) *Absence of Breach or Default*. Neither the Corporation nor any Subsidiary is in breach or default of, and the execution and delivery of the Transaction Documents and the performance by the Corporation of its obligations hereunder or thereunder, the issue and sale of the Offered Securities and the Compensation Securities and the consummation of the transactions contemplated hereby and thereby do not and will not conflict with or result in a breach or violation of any of the terms of or provisions of, or constitute a default under, whether after notice or lapse of time or both, (A) any statute, rule or regulation applicable to the Corporation or the Subsidiaries, including Canadian Securities Laws; (B) the constating documents or resolutions of the directors (including of committees thereof) or shareholders of the Corporation and the Subsidiaries which are in effect at the date hereof; (C) any Material Agreement or Debt Instrument; or (D) any judgment, decree or order binding the Corporation, the Subsidiaries or the properties or assets of the Corporation or the Subsidiaries, and do not and will not result in a Repayment Event or the creation or imposition of any Liens on any property or assets of the Corporation or the Subsidiaries, including the Business Assets.

(r) *No Actions or Proceedings*. There are no material claims (including product liability claims), actions, proceedings or investigations (whether or not purportedly by or on behalf of the Corporation) currently outstanding, or to the knowledge of the Corporation, threatened or pending, against the Corporation or the Subsidiaries at law or in equity (whether in any court, arbitration or similar tribunal) or before or by any Governmental Entity. There are no judgments or orders against the Corporation or the Subsidiaries which are unsatisfied, nor are there any consent decrees or injunctions to which the Corporation or the

Subsidiaries or their properties or assets are subject, or to the knowledge of the Corporation, that are threatened or pending.

(s) *Financial Statements*. The Financial Statements contain no misrepresentations and present fairly, in all material respects, the consolidated financial position of the Corporation and the Subsidiaries, in each case as applicable, as at and for the periods then ended and contain and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of such entities. The Financial Statements have been prepared in accordance with IFRS, applied on a consistent basis throughout the periods involved and there has been no change in accounting policies or practices of the Corporation since December 31, 2019, other than as required by IFRS and as disclosed in the applicable Financial Statements.

(t) *No Material Changes*. Since December 31, 2019, other than as disclosed in the Offering Documents:

(i) there has not been any material change in the assets, properties, affairs, prospects, liabilities, obligations (absolute, accrued, contingent or otherwise), business, condition (financial or otherwise) or results of operations of the Corporation or any Subsidiary;

(ii) there has not been any material change in the capital stock or debt of the Corporation or any Subsidiary; and

(iii) the Corporation and each of the Subsidiaries has carried on its business in the ordinary course.

(u) *No Off-Balance Sheet Arrangements*. There are no material off-balance sheet transactions, arrangements, obligations (including contingent obligations) or liabilities of the Corporation or the Subsidiaries which are required to be disclosed and are not disclosed or reflected in the Financial Statements.

(v) *Internal Accounting Controls*. The Corporation and each of the Subsidiaries maintains a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(w) *Accounting Policies.* There has been no change in accounting policies or practices of the Corporation or any Subsidiary respectively since December 31, 2019.

(x) *Independent Auditors*. The Auditors who reported on and certified the Financial Statements are independent public accountants as required by applicable Canadian Securities Laws, and there has not been any "reportable event" (within the meaning of NI 51-102) with respect to the present or, to the knowledge of the Corporation, any former auditor of the Corporation.

(y) *Purchases and Sales*. Neither the Corporation nor any Subsidiary has approved, entered into any agreement in respect of, or has any knowledge of:

(i) the purchase of any material property or any interest therein, or the sale, transfer or other disposition of any material property or any interest therein currently owned, directly or indirectly, by the Corporation or the Subsidiary whether by asset sale, transfer of shares, or otherwise;

(ii) the change of control (by sale or transfer of voting or equity securities or sale of all or substantially all of the assets of the Corporation or any Subsidiary or otherwise) of the Corporation or any Subsidiary; or

(iii) a proposed or planned disposition of Subordinated Voting Shares by any shareholder who owns, directly or indirectly, 10% or more of the outstanding Subordinated Voting Shares.

(z) *Previous Acquisitions*. All previous acquisitions completed by the Corporation or any Subsidiary of any securities, business or assets of any other entity, have been fully and properly disclosed in the Public Disclosure Record and were completed in material compliance with all applicable corporate and securities laws and all necessary corporate and regulatory approvals, consents, authorizations, registrations, and filings required in connection therewith were obtained or made, other than those which the failure to make or obtain would not individually or in the aggregate have a Material Adverse Effect, and complied with in all material respects; the Corporation and/or any Subsidiary, as applicable, conducted all due diligence procedures in connection with such previous acquisitions as are standard and customary for transactions of such nature, and the Corporation and/or any Subsidiary, as applicable, conducted all necessary procedures in accordance with its internal programs to identify and address any material issues prior to such acquisitions.

(aa) *No Loans or Non-Arm's Length Transactions.* Other than as disclosed in the Offering Documents, neither the Corporation nor any Subsidiary is a party to any Debt Instrument or has any material loans or other indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any Person not dealing at arm's length with the Corporation or any Subsidiary.

(bb) *Dividends*. There is not, in the constating documents (or equivalent organizational or governing documents) or in any Material Agreement, Debt Instrument, or other instrument or document to which the Corporation or any of the Subsidiaries is a party or otherwise bound, any restriction upon or impediment to, the declaration of dividends by the directors of the Corporation or any Subsidiary or the payment of dividends by the Corporation to the holders of the Subordinated Voting Shares or by any Subsidiary to the Corporation.

(cc) *Taxes*. All taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable by the Corporation and the Subsidiaries have been paid. All tax returns, declarations, remittances and filings required to be filed by the Corporation or any Subsidiary have been filed with all appropriate Governmental Entities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. To the knowledge of the Corporation, no examination of any tax return of the Corporation or any Subsidiary is currently in progress and there are no issues or disputes outstanding with any Governmental Entity respecting any Taxes that have been paid, or may be payable, by the Corporation or any Subsidiary, except where such examinations, issues or disputes, individually or collectively, would not have a Material Adverse Effect.

(dd) *Anti-Bribery Laws.* Neither the Corporation nor any Subsidiary nor, to the knowledge of the Corporation, any director, officer, employee, consultant, representative or agent of the foregoing, has (i) violated any anti-bribery or anti-corruption laws applicable to the Corporation or the Subsidiaries, including but not limited to the *Corruption of Foreign Public Officials Act* (Canada), or (ii) offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or authorized the giving of anything of value, that goes beyond what is reasonable and customary and/or of modest value: (X) to any Government Official, whether directly or through any other Person, for the purpose of influencing any act or decision of a Government Official in his or her official capacity; inducing a Government Official to do or omit to do any act in violation of his or her lawful duties; securing any improper advantage; inducing a Government Official to influence or affect any act or decision of any Governmental Entity; or assisting any representative of the Corporation or any Subsidiary in obtaining or retaining business for or with, or directing business to, any Person; or (Y) to any Person in a manner which would constitute or have the purpose or effect of public or commercial bribery, or the acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage. Neither the Corporation nor any Subsidiary nor, to the knowledge of the Corporation, any director, officer, employee, consultant, representative or agent of foregoing, has (i) conducted or initiated any review, audit, or internal investigation that concluded the Corporation or any Subsidiary, or any director, officer, employee, consultant, representative or agent of the foregoing violated such laws or committed any material wrongdoing, or (ii) made a voluntary, directed, or involuntary disclosure to any Governmental Entity responsible for enforcing anti-bribery or anti-corruption laws, in each case with respect to any

alleged act or omission arising under or relating to non-compliance with any such laws, or received any notice, request, or citation from any Person alleging non-compliance with any such laws.

(ee) *Anti-Money Laundering*. The operations of the Corporation and the Subsidiaries are and have been conducted at all times in compliance with applicable financial record-keeping and reporting requirements of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any Governmental Entity (collectively, the "**Money Laundering Laws**") and no action, suit or proceeding by or before any court or Governmental Entity or any arbitrator involving the Corporation or any Subsidiary with respect to the Money Laundering Laws is pending or, to the best knowledge of the Corporation, threatened. Notwithstanding the foregoing, this representation and warranty does not include the Controlled Substances Act, 21 USC 801 et seq., as it applies to marijuana (including any implementing regulations and schedules in effect at the relevant time) or any other U.S. federal law the violation of which is predicated upon a violation of the Controlled Substances Act as it applies to marijuana.

(ff) *Directors and Officers.* None of the directors or officers of the Corporation or any Subsidiary are now, or have ever been, (i) subject to an order or ruling of any securities regulatory authority or stock exchange prohibiting such individual from acting as a director or officer of a company or of a company listed on a particular stock exchange, or (ii) subject to an order preventing, ceasing or suspending trading in any securities of the Corporation or other company.

(gg) *Related Parties*. None of the directors, officers, employees, consultants or advisors of the Corporation or any Subsidiary, any known holder of more than 10% of any class of shares of the Corporation, or any known associate or affiliate of any of the foregoing Persons or companies, has had any material interest, direct or indirect, in any material transaction within the previous two years or any proposed material transaction with the Corporation or any Subsidiary which, as the case may be, materially affected, is material to or will materially affect the Corporation or any Subsidiary.

(hh) *Minute Books and Records*. The minute books and records of the Corporation and the Subsidiaries which the Corporation has made available to the Underwriters and their counsel in connection with their due diligence investigation of the Corporation and the Subsidiaries for the period from inception to the date of examination thereof are all of the minute books and all of the records of the Corporation and the Subsidiaries for such period and contain copies of all constating documents, including all amendments thereto, and all proceedings of securityholders and directors (and committees thereof) and are complete in all material respects.

(ii) *Continuous Disclosure.* The Corporation is in compliance in all material respects with its continuous disclosure obligations under the securities laws of the Provinces of British Columbia and Ontario and, without limiting the generality of the foregoing, there has not occurred an adverse material change, financial or otherwise, in the assets, properties, affairs, prospects, liabilities, obligations (contingent or otherwise), business, condition (financial or otherwise), results of operations or capital of the Corporation or any subsidiary which has not been publicly disclosed and the information and statements in the Public Disclosure Record were true and correct as of the respective dates of such information and statements and at the time such documents were filed on SEDAR, do not contain any misrepresentations, and the Corporation has not filed any confidential material change reports which remain confidential as at the date hereof. The Corporation is not aware of any circumstances presently existing under which liability is or would reasonably be expected to be incurred under Section 140.3 *–Liability for Secondary Market Disclosure* of the *Securities Act* (British Columbia) and analogous provisions under Canadian Securities Laws.

(jj) *Forward-Looking Information*. With respect to forward-looking information contained in the Prospectus, including for certainty the Documents Incorporated by Reference:

(i) the Corporation has a reasonable basis for the forward-looking information; and

(ii) all material forward-looking information is identified as such, and all such documents caution users of forward-looking information that actual results may vary from the forward-looking information and identifies material risk factors that could cause actual results to differ materially from the forward-looking information, and accurately states the material factors or assumptions used to develop forward-looking information.

(kk) *Full Disclosure*. All information relating to the Corporation and the Subsidiaries, and their business (including plans, projections, strategies and intentions), assets, properties and liabilities provided or made available to the Underwriters, including all financial, operational, marketing and sales information provided or made available to the Underwriters, is true and correct in all material respects taken as a whole and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, in light of the circumstances under which they were made. The Corporation has not withheld from the Underwriters any material facts relating to the Corporation, the Subsidiaries or the Offering.

(ll) *Taxation*.

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

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

The Offering

(mm) *Compliance with Laws, Filings and Fees*. The Corporation has complied in all material respects with all Applicable Laws required to be complied with prior to the Closing Time in connection with the Offering. All filings and fees required to be made and paid by the Corporation pursuant to Securities Laws and Applicable Laws have been made and paid, other than customary post-closing notices or filings required to be submitted within the applicable time frame pursuant to Securities Laws and any "blue sky laws" in the United States, as may be required in connection with the Offering.

(nn) *Corporation Short Form Eligible.* The Corporation is eligible to file a short form prospectus in each of the Qualifying Jurisdictions pursuant to applicable Canadian Securities Laws and on the date of and upon filing of the Final Prospectus there will be no documents required to be filed under the Canadian Securities Laws in connection with the distribution of the Offered Securities or the Compensation Securities that will not have been filed as required.

(oo) *Corporate Actions*. The Corporation has taken, or will have taken prior to the Closing Time, all necessary corporate action, (i) to authorize the execution, delivery and performance of the Transaction Documents, (ii) to authorize the execution, delivery and filing, as applicable, of the Offering Documents, (iii) to validly issue and sell the Unit Shares as fully paid and non-assessable Subordinated Voting Shares, (iv) to validly issue the Warrants and reserve the underlying Warrant Shares, (v) to validly issue and sell the Warrant Shares upon exercise of the Warrants, (vi) to grant the Over-Allotment Option; (vii) to validly issue and sell the Additional Shares upon exercise of the Over-Allotment Option; (viii) to validly issue the Additional Warrants and reserve the underlying Warrant Shares, (ix) to validly issue and sell the Warrant Shares upon exercise of the Additional Warrants, and (x) to validly create, issue and sell, as applicable, the Compensation Securities.

(pp) *Valid and Binding Documents*. Each of the execution and delivery of the Transaction Documents and the performance of the transactions contemplated hereby and thereby have been authorized by all necessary corporate action of the Corporation and upon the execution and delivery thereof shall constitute valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with their respective terms, provided that enforcement thereof may be limited by bankruptcy, insolvency and other laws affecting creditors' rights generally, that specific performance and other equitable remedies may only be granted in the discretion of a court of competent jurisdiction, that the provisions relating to indemnity,

contribution and waiver of contribution may be unenforceable and that enforceability may be limited by applicable laws in effect in the Province of British Columbia.

(qq) *All Consents and Approvals*. All consents, approvals, permits, authorizations or filings as may be required under Securities Laws or by any Governmental Entity or third party (including under the terms of any Material Agreement or Debt Instrument) necessary for: (i) the execution and delivery of the Transaction Documents, (ii) the issuance, creation, sale and delivery, as applicable, of the Offered Securities and the Compensation Securities and the grant of the Over-Allotment Option, and (iii) the consummation of the transactions contemplated hereby and thereby, have been made or obtained, as applicable, except: (A) those which have been obtained or those which may be required and shall be obtained prior to the Closing Time under the Securities Laws or the rules and policies of the CSE, including in compliance with the Securities Laws regarding the distribution of the Offered Securities, the Compensation Securities and the Over-Allotment Option in the Qualifying Jurisdictions, and (B) such customary post-closing notices or filings required to be submitted within the applicable time frame pursuant to Securities Laws and any "blue sky laws" in the United States, as may be required in connection with the Offering.

(rr) *Shares Validly Issued.* The Unit Shares have been, or prior to the Closing Time will be, duly and validly authorized for issuance and sale pursuant to this Agreement and when issued and delivered by the Corporation pursuant to this Agreement, against payment of the consideration therefor, will be validly issued as fully paid and non-assessable Subordinated Voting Shares.

(ss) *Warrants Validly Issued.* The Warrants have been or prior to the Closing Time will be, duly and validly created and authorized for issuance and when issued and delivered by the Corporation pursuant to this Agreement and the Warrant Indenture, the Warrants will be validly issued.

(tt) *Validly Issued Warrant Shares.* The Warrant Shares have been, or prior to the Closing Time will be, duly and validly authorized for issuance and, upon the exercise of the Warrants in accordance with the terms and conditions of the Warrant Indenture, the Warrant Shares will be validly issued as fully paid and non-assessable Subordinated Voting Shares.

(uu) *Validly Issued Compensation Options*. The Compensation Options have been or prior to the Closing Time will be, duly and validly created and authorized for issuance and when issued and delivered by the Corporation pursuant to this Agreement and the Compensation Option Certificates, the Compensation Options will be validly issued.

(vv) *Validly Issued Compensation Shares*. The Compensation Shares have been, or prior to the Closing Time will be, duly and validly authorized for issuance and, upon exercise of the Compensation Options in accordance with the terms and conditions of the Compensation Option Certificates, the Compensation Shares will be validly issued as fully paid and non-assessable Subordinated Voting Shares.

(ww) *Validly Issued Work Fee Options*. The Work Fee Options have been or prior to the Closing Time will be, duly and validly created and authorized for issuance and when issued and delivered by the Corporation pursuant to this Agreement and the Work Fee Option Certificates, the Work Fee Options will be validly issued.

(xx) *Validly Issued Work Fee Shares*. The Work Fee Shares have been, or prior to the Closing Time will be, duly and validly authorized for issuance and, upon exercise of the Work Fee Options in accordance with the terms and conditions of the Work Fee Option Certificates, the Work Fee Shares will be validly issued as fully paid and non-assessable Subordinated Voting Shares.

(yy) *Fees and Commissions*. Other than the Underwriters (or any members of their Selling Firm) pursuant to this Agreement or as contemplated by the Concurrent Private Placement, there is no Person acting or purporting to act at the request of the Corporation who is entitled to any brokerage, agency or other fiscal advisory or similar fee in connection with the Offering or transactions contemplated herein.

(zz) *Entitlement to Proceeds*. Other than the Corporation, there is no Person that is or will be entitled to the proceeds of the Offering under the terms of any Material Agreement, Debt Instrument, or other instrument or document (written or unwritten).

(aaa) *No Significant Acquisitions.* The Corporation has not completed any "significant acquisition" nor is it proposing any "probable acquisitions" (within the meaning of such terms under NI 51-102) that would require the inclusion or incorporation by reference of any additional financial statements or pro forma financial statements in the Prospectus, or the filing of a "business acquisition report" (as defined in NI 51-102) pursuant to Canadian Securities Laws.

(bbb) *Qualified Investments.* Subject to the qualifications and limitations described under "Eligibility for Investment" in the Final Prospectus, the Offered Securities will be qualified investments under the *Income Tax Act* (Canada) and the regulations thereunder for trusts governed by registered retirement savings plans, registered retirement income funds, registered education savings plans, deferred profit sharing plans, a registered disability savings plan and tax free savings accounts.

(ccc) *U.S. Sales.* The Corporation makes the representations, warranties and covenants applicable to it in Schedule "C" attached hereto and acknowledges that the terms and conditions of the representations, warranties and covenants of the parties contained in Schedule "C" form part of this Agreement.

(ddd) *Foreign Private Issuer Status.* The Corporation is a "foreign private issuer" as such term is defined in Rule 405 promulgated under the U.S. Securities Act;

(eee) *Investment Company Status.* The Corporation is not registered or required to be registered as an "investment company" as defined in the United States Investment Company Act of 1940, as amended;

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

(ggg) *Data in the Offering Documents.* The statistical, industry and market related data included in the Offering Documents are derived from sources which the Corporation reasonably believes to be accurate, reasonable and reliable, and such data agrees with the sources from which it was derived subject to any qualifications set forth in the Offering Documents related thereto;

Business, Properties and Assets

(hhh) *Title to Business Assets*. The Corporation and the Subsidiaries have good, valid and marketable title to and have all necessary rights in respect of all of their Business Assets as owned, leased, licensed, loaned, operated, developed or used by them or over which they have rights, free and clear of any Liens, and no other rights or Business Assets are necessary for the conduct of the Business as currently conducted or as proposed to be conducted. The Corporation knows of no claim or basis for any claim that might or could have a Material Adverse Effect on the rights of the Corporation or the Subsidiaries to use, transfer, lease, license, operate, develop, sell or otherwise exploit such Business Assets and the Corporation does not have any obligation to pay any commission, license fee or similar payment to any Person in respect thereof and there are no outstanding rights of first refusal or other pre-emptive rights of purchase which entitle any Person to acquire any of the rights, title or interests in the Business Assets.

(iii) *Research and Development.* All product research and development activities, including quality assurance, quality control, testing, and research and analysis activities, conducted by the Corporation and the Subsidiaries in connection with the Business is being conducted in accordance with the Corporation's internal policies, guidelines and protocols, in all material respects, with all Applicable Laws and best

industry practices applicable to the Business; all processes, procedures and practices, required in connection with such activities, are in place as necessary to satisfy the Corporation's internal policies, guidelines and protocols and are being complied with, in all material respects.

(jjj) *Business Relationships*. All agreements with third parties in connection with the Business have been entered into and are being performed by the Corporation and the Subsidiaries, and, to the knowledge of the Corporation, by all other third parties thereto, in material compliance with their terms. There exists no actual or pending, or to the knowledge of the Corporation, any threatened termination, cancellation or limitation of, or any material adverse modification or material change in, the business relationship of the Corporation or the Subsidiaries, with any strategic or joint venture partner, supplier, wholesaler, manufacturer, service provider or customer, or any group thereof whose business with or whose purchases from or inventories, components or services provided to the Business of the Corporation or the Subsidiaries are individually or in the aggregate material to the assets, business, properties, operations or financial condition of the Corporation (on a consolidated basis), except where such termination, cancellation or limitation of, or any material adverse modification or material change, individually or in the aggregate, would not have a Material Adverse Effect. All such business relationships are intact and mutually cooperative, and there exists no condition or state of fact or circumstances that would prevent the Corporation or the Subsidiaries from conducting such business with any such third parties in the same manner in all material respects as currently conducted or proposed to be conducted.

(kkk) *Data Security*. The Corporation and each of the Subsidiaries has made back-ups of all material software and databases used by it and maintains such back-ups at a secure off-site location. The Corporation and each of the Subsidiaries have taken all reasonable steps (i) to maintain the integrity and security of its systems and network infrastructure in connection with their Business, and (ii) to protect the information technology and communication systems used in connection with their Business from contamination, corruption, computer viruses, firewall breaches, sabotage, hacking or other software routines or hardware components that would permit unauthorized access or the unauthorized disablement, theft or erasure of its information technology or communication systems or software. The Corporation and the Subsidiaries have disaster recovery and security plans and procedures in place and, to the knowledge of the Corporation, there have been no material unauthorized intrusions into, breaches of the security of, or unauthorized disablement, theft or erasure of, the information technology, communication systems or software used in connection with their Business.

(lll) *Privacy Protection*. The Corporation and the Subsidiaries have security measures and safeguards in place, consistent with generally accepted industry practice and Applicable Laws, to protect all personal information they may collect from users of their websites or e-commerce platforms, existing and potential customers and other parties from illegal or unauthorized access or use by them, their personnel or third parties or access or use by them, their personnel or third parties in a manner that violates the privacy rights of such parties. The Corporation and the Subsidiaries have complied, in all material respects, with all applicable privacy and consumer protection legislation and none of them have collected, received, stored, disclosed, transferred, used, misused or permitted unauthorized access to any information protected by applicable privacy laws, whether collected directly or from third parties, in an unlawful manner. The Corporation and the Subsidiaries have taken all reasonable steps to protect personal information against loss or theft and against unauthorized access, copying, use, modification, disclosure or other misuse.

(mmm) *Licenses.*

(i) the Corporation and the Subsidiaries possess all Authorizations issued by the appropriate Governmental Entity necessary or required to conduct the business as now operated by the Corporation and the Subsidiaries and as its business will be conducted immediately following the Offering as described in the Offering; provided, however, that this representation and warranty does not include the Controlled Substances Act, 21 USC 801 et seq., as it applies to marijuana (including any implementing regulations and schedules in effect at the relevant time) or any other U.S. federal law the violation of which is predicated upon a violation of the Controlled Substances Act as it applies to marijuana;

(ii) the Corporation and the Subsidiaries are all in material compliance with the terms and conditions of all such Authorizations;

(iii) none of the Authorizations contain any burdensome term, provision, condition, or limitation which has or is likely to have any Material Adverse Effect on the Corporation or the Subsidiaries;

(iv) all of the Authorizations are in good standing, valid, and in full force and effect;

(v) neither the Corporation nor any of the Subsidiaries have received any notice relating to the cancellation, revocation, limitation, suspension, or adverse modification of any Authorizations; and

(vi) the Corporation and the Subsidiaries do not anticipate any variation or difficulty in renewing the Authorizations, or any other required licenses, permits, registrations, or qualifications.

(nnn) *Intellectual Property*.

(i) The Corporation and the Subsidiaries own or possess the right to use all patents, patent applications, trademarks, trademark registrations, service marks, service mark registrations, trade names, brand names, franchise rights, copyrights, domain names, licenses, software, inventions, trade secrets, industrial designs, know-how, formulae, processes, inventions and other similar rights and all associated registrations and applications, as they exist anywhere in the world and whether registered or unregistered, including all moral rights (collectively, "intellectual property") necessary for the conduct of the Business as currently conducted or proposed to be conducted. There are no current or pending, and the Corporation is not aware of, any threatened, actions, suits, proceedings, claims or challenges by any other Person to the rights of the Corporation or the Subsidiaries with respect to their intellectual property and the Corporation is not aware of any fact which could form a reasonable basis for any such actions, suits, proceedings, claims or challenges;

(ii) to the knowledge of the Corporation, the Business as now conducted does not, and as currently proposed to be conducted will not, infringe or conflict with, in any material respect, the intellectual property rights of any Person and no claim has been made against the Corporation or any Subsidiary alleging the infringement by the Corporation or any Subsidiary of any intellectual property rights of any Person. To the knowledge of the Corporation, there is no infringement by third parties of any intellectual property owned by or licensed to the Corporation or the Subsidiaries;

(iii) to the extent any intellectual property has been created in whole or in part by current or past employees, consultants or independent contractors of the Corporation or the Subsidiaries, any rights therein of such Persons have been irrevocably assigned in writing to the Corporation or the Subsidiaries, as applicable, and no such Person has asserted any claim in respect of any moral rights in such Person's contribution to such intellectual property or any component thereof and all such moral rights have been waived by such Persons; and

(iv) the Corporation and each of the Subsidiaries have implemented and maintained commercially reasonable measures to protect and maintain the confidentiality of all trade secrets and other confidential proprietary information forming part of or in relation to the intellectual property owned or licensed by the Corporation and the Subsidiaries.

(ooo) *Leased Premises*. With respect to each of the Leased Premises, the Corporation and/or the Subsidiaries occupy the Leased Premises and have the exclusive right to occupy and use the Leased Premises and each of the leases pursuant to which the Corporation or the Subsidiaries occupy the Leased Premises is in good standing and in full force and effect. The performance of obligations pursuant to and in compliance with the terms of this Agreement, and the completion of the transactions described herein by the Corporation, will not afford any of the parties to such leases or any other Person the right to terminate any such lease or result in any additional or more onerous obligations under such leases.

(ppp) *Environmental and Workplace Laws*. The Corporation and the Subsidiaries are currently in compliance, in all material respects, with all Environmental Laws and Authorizations, including all reporting and monitoring requirements thereunder, and there are no pending or, to the knowledge of the Corporation, any threatened, administrative, regulatory or judicial actions, suits, demands, claims, liens, notices of non-compliance or violation, investigation or proceedings under any Environmental Laws relating to the Corporation, the Subsidiaries, any real property owned by the Corporation or the Subsidiaries, or the Leased Premises. Neither of the Corporation nor any Subsidiary has ever received any notice of any non-compliance in respect of Environmental Laws and there are no events or circumstances that might reasonably be expected to form the basis of an order for clean up, remediation or otherwise under Environmental Laws. The premises, facilities and operations of the Corporation and the Subsidiaries have been and are currently being conducted in all material respects in compliance with Environmental Laws, all Authorizations and all applicable workers' compensation and health and safety and workplace laws, regulations and policies.

(qqq) *Insurance*. The Corporation and each of the Subsidiaries maintain insurance by insurers of recognized financial responsibility, against such losses, risks and damages to their Business Assets in such amounts that are: (i) customary for the business in which they are engaged in, (ii) on a basis consistent with reasonably prudent persons in comparable businesses, and (iii) in compliance with the requirements contained in any Material Agreements and Debt Instruments; and all of the policies in respect of such insurance coverage, fidelity or surety bonds insuring the Corporation, the Subsidiaries, and their respective directors, officers and employees, and the Business Assets, are in good standing and in full force and effect in all respects, and not in default. The Corporation and each of the Subsidiaries are in compliance with the terms of such policies and instruments in all material respects and there are no material claims by the Corporation or any Subsidiary under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause; the Corporation and the Subsidiaries have no reason to believe that they will not be able to renew such existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue the Business at a cost that would not have a Material Adverse Effect, and neither the Corporation nor any Subsidiary has failed to promptly give any notice of any material claim thereunder.

Employment Matters

(rrr) *Employment Laws*. The Corporation and the Subsidiaries are in material compliance with all Applicable Laws respecting employment and employment practices, terms and conditions of employment, workers' compensation, occupational health and safety and pay equity and wages. There are no material claims, complaints, outstanding decisions, orders or settlements or pending claims, complaints, decisions, orders or settlements under any Applicable Laws related to human rights, employment standards, workers' compensation, occupational health and safety or similar laws nor has any event occurred which may give rise to any of the foregoing.

(sss) *Employee Plans*. Each material plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to or required to be contributed to, by the Corporation or the Subsidiaries for the benefit of any current or former director, officer, employee or consultant of the Corporation or the Subsidiaries (the "**Employee Plans**") has been maintained in compliance with its terms and with the requirements prescribed by any and all Applicable Laws to such Employee Plans, in each case in all material respects and has been publicly disclosed to the extent required by Canadian Securities Laws.

(ttt) *Record-Keeping*. All material accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, federal or state pension plan premiums, accrued wages, salaries and commissions and employee benefit plan payments have been reflected in the books and records of the Corporation and each of the Subsidiaries, as applicable.

(uuu) *Labour Matters*. There is not currently any labour disruption, dispute, slowdown, stoppage, complaint or grievance outstanding or pending, or to the knowledge of the Corporation, threatened against the Corporation or any Subsidiary which is adversely affecting or could adversely affect, in a material manner,

the carrying on of the business of the Corporation or any Subsidiary and no union representation exists for the employees of the Corporation or any Subsidiary and no collective bargaining agreement is in place or being negotiated by the Corporation or any Subsidiary.

10. Closing.

(a) *Location of Closing*. Closing of the Offering (including any closing of the Over-Allotment Option) will be completed electronically, and concurrently at the offices of McMillan LLP in Vancouver, British Columbia and Cassels Brock & Blackwell LLP in Toronto, Ontario at the Closing Time.

(b) *Deliveries*. At the Closing Time, subject to the terms and conditions contained in this Agreement, the following shall occur: (i) the Lead Underwriter (on behalf of the Underwriters) shall pay to the Corporation in lawful money of Canada, the aggregate Offering Price for the Units being issued and sold hereunder, net of the Commission, the Work Fee and expenses of the Underwriters payable by the Corporation as set out in this Agreement, by wire transfer or certified cheque, (ii) the Corporation shall duly and validly deliver to the Underwriters the Units in certificated or electronic form, registered as the Underwriters may notify and direct the Corporation in writing not less than 48 hours prior to the Closing Time, and (iii) the Corporation shall register and issue the Compensation Options and the Work Fee Options as directed by the Lead Underwriter (on behalf of the Underwriters).

11. Closing of the Over-Allotment Option.

(a) *Grant of Over-Allotment Option*. The Corporation hereby grants to the Underwriters, for the purposes of covering the Underwriters' over-allocation position, if any, and for market stabilization purposes, the Over-Allotment Option to purchase severally, and not jointly, nor jointly and severally, the Additional Securities in their respective percentages set out in Section 20(a). The Over-Allotment Option is exercisable in whole or in part and from time to time on or before 5:00 p.m. (Toronto time) for a period of 30 days from and including the Closing Date.

(b) *Written Notice of Exercise*. The Lead Underwriter, on its own behalf and on behalf of the other Underwriters, may exercise the Over-Allotment Option in whole or in part during the currency thereof by delivering written notice to the Corporation (the "**Over-Allotment Notice**") which notice shall set forth (i) the aggregate number of Additional Securities to be issued and sold; and (ii) the Closing Date for the Additional Securities (the "**Over-Allotment Closing Date**"), provided that such Over-Allotment Closing Date shall not be a date that is less than three Business Days or more than seven Business Days after the date of the Over-Allotment Notice, and in any event not later than the 30th day following the Closing Date of the Offering.

(c) *Closing*. The purchase and sale of the Additional Securities shall be completed at such time and place as the Underwriters and the Corporation may agree, and in accordance with Section 10(b).

(d) *Securities.* On the Over-Allotment Closing Date, subject to the terms and conditions contained in this Agreement, the Corporation shall deliver to the Underwriters the Additional Securities in electronic or certificated form, registered as directed by the Underwriters, against payment to the Corporation by the Underwriters of the aggregate purchase price for the Additional Securities being issued and sold by wire transfer or certified cheque, net of the Commission and any expenses of the Underwriters payable by the Corporation as set out in this Agreement, and the Corporation shall register and issue the additional Compensation Options as directed by the Lead Underwriter (on behalf of the Underwriters) as directed by the Lead Underwriter.

(e) *Deliveries*. The applicable terms, conditions and provisions of this Agreement (including the provisions of Section 12 relating to conditions of closing) shall apply *mutatis mutandis* to the Closing of the issuance of any Additional Securities pursuant to any exercise of the Over-Allotment Option.

(f) *Adjustments*. In the event that the Corporation shall subdivide, consolidate, reclassify or otherwise change its Subordinated Voting Shares during the period in which the Over-Allotment Option is exercisable, appropriate adjustments will be made to the Offering Price and to the number of Additional Securities

issuable on exercise thereof such that the Underwriters are entitled to arrange for the sale of the same number and type of securities that the Underwriters would have otherwise arranged for had they exercised such Over-Allotment Option immediately prior to such subdivision, consolidation, reclassification or other change.

12. Conditions of Closing. The following are conditions precedent to the obligation of the Underwriters to purchase the Units pursuant to this Agreement at the Closing Time, and which conditions are to be satisfied by the Corporation at or prior to the Closing Time and may be waived in writing in whole or in part by the Underwriters.

(a) *Corporate and Securities Laws Opinions of the Corporation*. The Underwriters receiving favourable legal opinions from McMillan LLP, legal counsel to the Corporation (who may rely, to the extent appropriate in the circumstances, on the opinions of local counsel acceptable to counsel to the Underwriters) as to the qualification of the Offered Securities for sale to the public and as to other matters governed by the laws of jurisdictions in Canada other than the provinces in which they are qualified to practice and may rely, to the extent appropriate in the circumstances, as to matters of fact on certificates of officers, public and exchange officials or of the Auditors or Transfer Agent of the Corporation), addressed to the Underwriters and the Purchasers, substantially to the effect set forth below, subject to customary assumptions, qualifications and limitations:

(i) the Corporation is a corporation validly incorporated and existing under the Act and has all requisite corporate power and capacity to carry on business and to own and lease properties and assets;

(ii) the Corporation being a "reporting issuer" not included on the list of issuers in default in each of the Provinces of Canada, other than Quebec;

(iii) the authorized and issued capital of the Corporation;

(iv) the Corporation has all necessary corporate power and authority to (i) execute, deliver and perform its obligations under the Transaction Documents, (ii) to create, issue and sell, as applicable, the Offered Securities and the Compensation Securities, and (iii) to grant the Over-Allotment Option;

(v) all necessary corporate action has been taken by the Corporation to authorize the execution and delivery of the Transaction Documents and the performance of its obligations thereunder and each of the Transaction Documents has been duly executed and delivered by the Corporation and constitutes a legal, valid and binding obligation of the Corporation enforceable against it in accordance with its terms;

(vi) the execution and delivery of the Transaction Documents and the fulfilment of the terms thereof by the Corporation and the issuance, sale and delivery of the Offered Securities, the Compensation Securities by the Corporation at the Closing Time and the grant of the Over-Allotment Option, do not and will not result in a breach of or default under, and do not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of or default under, and do not and will not conflict with the notice of articles and articles of the Corporation, any resolutions of the shareholders or directors (including committees of the board of directors) of the Corporation, or any applicable corporate law or Canadian Securities Laws;

(vii) all necessary corporate action has been taken by the Corporation to authorize the execution and delivery of each of the Preliminary Prospectus and the Final Prospectus (and any Supplementary Material) and the filing thereof with the Securities Commissions in the Qualifying Jurisdictions;

(viii) the attributes of the Offered Securities, the Compensation Securities and the Over-Allotment Option are accurately summarized in all material respects in the Offering Documents;

(ix) the Unit Shares have been duly and validly issued as fully paid and non-assessable Subordinated Voting Shares;

(x) the Warrants have been duly and validly created and issued;

(xi) the Warrant Shares have been duly and validly authorized and allotted for issuance and, upon the due exercise of the Warrants in accordance with the provisions of the Warrant Indenture, including payment of the exercise price therefor, the Warrant Shares will be validly issued as fully paid and non-assessable Subordinated Voting Shares;

(xii) the Compensation Options have been duly and validly created and issued;

(xiii) the Compensation Shares have been duly and validly authorized and allotted for issuance and, upon the due exercise of the Compensation Options in accordance with the provisions of the Compensation Option Certificates, including payment of the exercise price therefor, the Compensation Shares will be validly issued as fully paid and non-assessable Subordinated Voting Shares;

(xiv) the form and terms of the Compensation Option Certificates have been approved by the directors of the Corporation;

(xv) the Work Fee Options have been duly and validly created and issued;

(xvi) the Work Fee Shares have been duly and validly authorized and allotted for issuance and, upon the due exercise of the Work Fee Options in accordance with the provisions of the Work Fee Option Certificates, including payment of the exercise price therefor, the Work Fee Shares will be validly issued as fully paid and non-assessable Subordinated Voting Shares;

(xvii) the form and terms of the Work Fee Option Certificates have been approved by the directors of the Corporation;

(xviii) all necessary documents have been filed, all necessary proceedings have been taken and all necessary authorizations, approvals, permits, consents and orders have been obtained under Canadian Securities Laws to qualify the distribution to the public of the Offered Securities in the Qualifying Jurisdictions by or through persons who are duly registered under the applicable Canadian Securities Laws and who have complied with the relevant provisions of such applicable Canadian Securities Laws, to qualify the issuance of the Compensation Options and the Work Fee Options and the grant of the Over-Allotment Option to the Underwriters;

(xix) the issuance by the Corporation of the (i) Warrant Shares upon the due exercise of the Warrants; (ii) Compensation Shares upon the due exercise of the Compensation Options, and (iii) Work Fee Shares upon the due exercise of the Work Fee Options, is exempt from, or is not subject to, the prospectus and registration requirements of the Canadian Securities Laws of the Qualifying Jurisdictions and no prospectus or other documents are required to be filed, proceedings taken, or approvals, permits, consents or authorizations obtained under the Canadian Securities Laws of the Qualifying Jurisdictions in connection therewith;

(xx) the first trade in or resale of the Warrant Shares, Compensation Shares and Work Fee Shares is exempt from, or is not subject to, the prospectus requirements of the Canadian Securities Laws of the Qualifying Jurisdictions and no filing, proceeding or approval will

need to be made, taken or obtained under such laws in connection with any such trade, provided that the trade is not a "control distribution" (as defined in NI 45-102) and the Corporation is a reporting issuer at the time of the trade;

(xxi) subject to the qualifications and assumptions set out therein, the statements set forth in the Final Prospectus under the heading "Eligibility for Investment" and "Certain Canadian Federal Income Tax Considerations", insofar as they purport to describe the provisions of the laws referred to therein, are fair summaries of the matters discussed therein;

(xxii) subject only to the Standard Listing Conditions, the Unit Shares, Warrants, Warrant Shares, Compensation Shares and Work Fee Shares have been conditionally approved for listing on the CSE;

(xxiii) Odyssey Trust Company is the duly appointed registrar and transfer agent for the Subordinated Voting Shares and the duly appointed warrant agent for the Warrants; and

(xxiv) to such other matters as may reasonably be requested by the Underwriters prior to the Closing Time;

(xxv) in form and substance acceptable to the Underwriters and their counsel, acting reasonably.

(b) *Subsidiary Corporate Opinions*. The Underwriters receiving favourable legal opinions from counsel to the Corporation, which counsel in turn may rely, as to matters of fact, on certificates of public officials and officers of the Corporation regarding the Corporation, addressed to the Underwriters and the Purchasers in form and substance acceptable to the Underwriters and their counsel, acting reasonably, substantially to the effect set out below:

(i) each Subsidiary having been incorporated and existing under its jurisdiction of incorporation;

(ii) each Subsidiary having the requisite corporate power and capacity under the laws of its jurisdiction of incorporation to carry on business and to own and lease its properties and assets; and

(iii) as to the authorized and issued share capital of each Subsidiary and to the ownership thereof.

(c) *U.S. Regulatory Opinions*. The Underwriters receiving favourable regulatory opinions from the Corporation's U.S. regulatory counsel, which counsel in turn may rely, as to matters of fact, on certificates of public officials and officers of the Corporation regarding the Corporation, addressed to the Underwriters and the Purchasers in form and substance acceptable to the Underwriters and their counsel, acting reasonably, substantially to the effect that each of the Corporation and the Subsidiaries is in compliance with applicable Arizona and Wyoming state cannabis laws;

(d) *U.S. Securities Opinion*. If any Offered Securities are being sold in the United States or to, or for the account or benefit of, U.S. Persons or persons in the United States pursuant to Schedule "C" to this Agreement, the Underwriters shall have received an opinion from the U.S. legal counsel to the Corporation, addressed to the Underwriters, in form and substance reasonably satisfactory to the Underwriters, to the effect that registration under the U.S. Securities Act is not required in connection with the offer of the Offered Securities by the Underwriters through their U.S. Affiliates for sale by the Corporation, provided that such offers and sales are made in compliance with Schedule "C" to this Agreement and provided further that it being understood that no opinion is expressed as to any subsequent resale of any Offered Securities.

(e) *Officers' Certificate*. The Underwriters receiving a certificate dated the Closing Date and signed by two senior officers of the Corporation as may be acceptable to the Underwriters, acting reasonably, in form and substance satisfactory to the Underwriters, acting reasonably, with respect to:

(i) the constating documents of the Corporation;

(ii) the resolutions of the directors of the Corporation relevant to the Offering Documents, the sale (as applicable) and issuance of the Offered Securities and the Compensation Securities, the grant of the Over-Allotment Option and the authorization of the Transaction Documents and the transactions contemplated herein and therein; and

(iii) the incumbency and signatures of signing officers for the Corporation.

(f) *Certificates of Status*. The Underwriters receiving certificates of good standing, status and/or compliance, where issuable under applicable law, for the Corporation and each of the Subsidiaries.

(g) *Officers' Bring Down Certificate*. The Underwriters receiving a certificate dated the Closing Date and signed by two senior officers of the Corporation as may be acceptable to the Underwriters, acting reasonably, certifying for and on behalf of the Corporation and without personal liability, after having made due enquiries, that:

(i) the representations and warranties of the Corporation contained in this Agreement are true and correct in all material respects (except for representations and warranties that are qualified as to materiality or Material Adverse Effect, which shall be true and correct in all respects) as of the Closing Time as if such representations and warranties were made as at the Closing Time, after giving effect to the transactions contemplated hereby;

(ii) the Corporation has complied in all material respects with all the covenants and satisfied all the terms and conditions of this Agreement on its part to be complied with and satisfied in all material respects, other than conditions which have been waived by the Underwriters, at or prior to the Closing Time;

(iii) no order, ruling or determination having the effect of suspending the sale or ceasing the trading or prohibiting the sale of the Subordinated Voting Shares or any other securities of the Corporation or prohibiting the sale of the Offered Securities or any other securities of the Corporation has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or, to the knowledge of such officers, contemplated or threatened by any regulatory authority;

(iv) since the respective dates as of which information is given in the Final Prospectus (i) there has been no material change (actual, anticipated, contemplated or threatened, whether financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise), prospects or capital of the Corporation on a consolidated basis, and (ii) no transaction has been entered into by the Corporation or either of the Subsidiaries which is material to the Corporation on a consolidated basis, other than as disclosed in the Final Prospectus or the Supplementary Material, as the case may be; and

(v) there has been no new material fact, change in any material fact (which includes the disclosure of any previously undisclosed material fact) contained in the Final Prospectus which fact or change is, or may be, of such a nature as to render any statement in the Final Prospectus misleading or untrue in any material respect or which would result in a misrepresentation in the Final Prospectus or which would result in the Final Prospectus not complying with applicable Canadian Securities Laws.

(h) *Auditor Bring Down Letter*. The Underwriters receiving the auditor "bring down" comfort letter dated the Closing Date from the Auditors, in form and substance satisfactory to the Underwriters, acting reasonably,

bringing forward to a date not more than two Business Days prior to the Closing Date the information contained in the comfort letter referred to in Section 6(b)(iv) hereof.

(i) *Transfer Agent Certificate*. The Underwriters receiving a certificate from the Transfer Agent with respect to its appointment as transfer agent and registrar of the Subordinated Voting Shares and the number of Subordinated Voting Shares issued and outstanding as at the end of business on the date prior to the Closing Date.

(j) *Warrant Agent Certificate*. The Underwriters receiving a certificate from the Warrant Agent as to the appointment as the warrant agent of the Warrants.

(k) *Warrant Indenture*. The Underwriters receiving an executed copy of the Warrant Indenture.

(l) *Reporting Issuer Lists*. The Underwriters will have received a reporting issuer certificate or report for each of the Qualifying Jurisdictions confirming that the Corporation is a reporting issuer not in default of applicable Canadian Securities Laws, dated or retrieved within two Business Days prior to the Closing Date.

(m) *Lock-Up Agreements*. The Underwriters receiving executed copies of all the lock-up agreements required by the Underwriters pursuant to Section 8(m);

(n) *Consents and Approvals*. The Corporation will have made and/or obtained all necessary filings, approvals, permits, consents and acceptances to or from, as the case may be, the board of directors, the Securities Regulators, the CSE and any other applicable person required to be made or obtained by the Corporation in connection with the transactions contemplated by this Agreement, on terms which are acceptable to the Corporation and the Underwriters, acting reasonably, prior to the Closing Date, it being understood that the Underwriters will do all that is reasonably required to assist the Corporation to fulfil this condition.

(o) *Stock Exchange Approval*. Subject only to satisfaction by the Corporation of the Standard Listing Conditions, the Unit Shares, Warrants, Warrant Shares, Compensation Shares and Work Fee Shares will, at the opening of trading on the CSE on the Closing Date be listed and posted for trading on the CSE.

(p) *Other Documents*. The Underwriters having received such further certificates, opinions of counsel and other documentation from the Corporation contemplated herein, provided, however, that the Underwriters or their counsel shall request any such certificate or document within a reasonable period prior to the Closing Time that is sufficient for the Corporation to obtain and deliver such certificate, opinion or document.

(q) *No Exercise of Termination Rights*. The Underwriters not having exercised any rights of termination set forth herein.

13. **All Terms to be Conditions.** The Corporation agrees that all material terms and material conditions set out in this Agreement shall be construed as conditions and complied with so far as they relate to acts to be performed or caused to be performed by it, that it will use commercially reasonable efforts to cause such conditions to be complied with, and that any material breach or failure by the Corporation to comply with any such material conditions in favour of the Underwriters that cannot be cured prior to the Closing Time shall entitle the Underwriters to terminate their obligation to purchase the Units by written notice to that effect given to the Corporation prior to the Closing Time. It is understood that the Underwriters may waive in whole or in part, or extend the time for compliance with, any of such terms and conditions without prejudice to their rights in respect of any subsequent breach or non-compliance, provided that to be binding on the Underwriters, any such waiver or extension must be in writing.

14. **Termination Events.** Each Underwriter shall be entitled, at its sole option, to terminate and cancel, without any liability on the part of such Underwriter or on the part of the other Underwriters, all of its obligations under this Agreement, by written notice to that effect given to the Corporation at or prior to the Closing Time, if:

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

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

(c) there is an inquiry, action, investigation or other proceeding (whether formal or informal) commenced, announced or threatened or an order made by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality including without limitation, the CSE or any securities regulatory authority, in relation to the Corporation or any one of its officers or directors (except for any inquiry, action, suit, proceeding, investigation or order based upon activities of the Underwriters and not upon activities of the Corporation), which in the opinion of such Underwriter, acting reasonably, operates to prevent or materially restrict the distribution or trading of the Units or, which in the reasonable opinion of such Underwriter, materially and adversely affects or would be reasonably expected to materially and adversely affect the market price or value of the Subordinated Voting Shares or the distribution or trading of the Units;

(d) there should develop, occur or come into effect or existence any event, action, state, or condition or any action, law or regulation, inquiry, including, without limitation, terrorism, accident, pandemic (including any material escalation in the severity of the COVID-19 pandemic after the date hereof), natural disaster, public protest or major financial, political or economic occurrence of national or international consequence, or any action, government, law, regulation, inquiry or other occurrence of any nature, which, in the reasonable opinion of the Underwriters, seriously adversely affects or involves, or may seriously adversely affect or involve, the financial markets in Canada or the U.S. or the business, operations or affairs of the Corporation or marketability of the Units or the Subordinated Voting Shares; or

(e) any condition shall remain outstanding and uncompleted at any time after the time which is it required to be completed or waived, or the Corporation is in breach of any representation, warranty or covenant contained in this Agreement, including, for greater certainty, the covenant of the Corporation to make all necessary filings with the securities regulator in any Canadian Province where it is not currently a reporting issuer, but in which the Preliminary Prospectus is filed for purposes of effecting sales under the Offering in such Province, prior to or concurrently with the filing of the Preliminary Prospectus such that it becomes eligible to use the short form prospectus distribution system as provided under NP 11-202 and NI 44-101 in such Provinces where the offer and sale of Offered Securities is proposed to be made.

If this Agreement is terminated by any of the Underwriters pursuant to this Section 14, there shall be no further liability on the part of such Underwriter or of the Corporation to such Underwriter, except in respect of any liability which may have arisen or may thereafter arise under Section 17 and Section 18.

The right of the Underwriters or any of them to terminate their respective obligations under this Agreement is in addition to such other remedies as they may have in respect of any default, act or failure to act of the Corporation in respect of any of the matters contemplated by this Agreement. A notice of termination given by one Underwriter under this Section 14 shall not be binding upon the other Underwriters.

15. Exercise of Termination Right. If this Agreement is terminated by any of the Underwriters pursuant to Section 14, there shall be no further liability on the part of such Underwriters or of the Corporation to such Underwriters, except in respect of any liability which may have arisen or may thereafter arise under Sections 17 and 18. The right of the Underwriters (or any one of them) to terminate their respective obligations under this Agreement is in addition to such other remedies as they may have in respect of any default, act or failure to act of the Corporation in respect of any of the matters contemplated by this Agreement.

16. Survival of Representations and Warranties. Unless expressly provided otherwise herein, all representations, warranties, covenants and agreements herein contained or contained in documents submitted or required to be submitted pursuant to this Agreement shall survive the purchase and sale of the Units and shall continue in full force and effect for the benefit of the Underwriters and/or the Corporation, as applicable, in accordance with Applicable Law, until the Survival Limitation Date, regardless of any subsequent disposition of the Units or any investigation by or on behalf of the Underwriters with respect thereto. Without any limitation of the foregoing, the provisions contained in this Agreement in any way related to the indemnification of the Underwriters or the contribution obligations of the Corporation or of the Underwriters, including without limitation Section 17, shall survive the sale of the Units and shall continue in full force and effect, indefinitely.

17. Indemnity and Contribution.

(a) The Corporation and its subsidiaries and their respective affiliated companies, as the case may be (collectively, the "**Indemnitor**") agrees to indemnify and hold harmless each of the Underwriters and each of their subsidiaries and affiliates, and each of their respective directors, officers, employees, partners, shareholders, agents, each other person, if any, controlling the Underwriters or any of their subsidiaries or affiliates (collectively, the "**Indemnified Parties**" and each, an "**Indemnified Party**"), to the full extent lawful, from and against all expenses, fees, losses (other than loss of profits), claims, actions (including shareholder actions, derivative actions or otherwise), damages (other than consequential damages), obligations and liabilities, joint or several, of any nature (including without limitation the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees and expenses of their respective counsel and other expenses, but not including any amount for lost profits) (collectively, "**Losses**") that are incurred in investigating, advising with respect to, defending and/or settling any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party (collectively, the "**Claims**") or to which an Indemnified Party may become subject or otherwise involved in any capacity under any statute or common law or otherwise insofar as the Claims arise out of or are based upon, directly or indirectly, the performance of professional services rendered to the Corporation by the Indemnified Parties hereunder or otherwise in connection with the matters referred to in this Agreement, together with any Losses that are incurred in enforcing this indemnity. This indemnity shall not be available to an Indemnified Party in respect of Losses incurred where a court of competent jurisdiction in a final judgment that has become non-appealable determines that such Losses resulted solely from the fraud, gross negligence or willful misconduct of the Indemnified Party in the course of the performance of professional services rendered to the Corporation by the Indemnified Parties hereunder.

(b) If for any reason (other than a determination as to any of the events referred to immediately above) this indemnity is unavailable to an Indemnified Party or is insufficient to hold an Indemnified Party harmless in respect of any Claim, the Indemnitor shall contribute to the Losses paid or payable by such Indemnified Party as a result of such Claim in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnitor on the one hand and the Indemnified Party on the other hand but also the relative fault of the Indemnitor and the Indemnified Party as well as any relevant equitable considerations; provided that the Indemnitor shall in any event contribute to the Losses paid or payable by an Indemnified Party as a result of such Claim, the amount (if any) equal to (i) such amount paid or payable, minus (ii) the amount of the Commission and the Work Fee received by the Indemnified Party, if any, pursuant to this Agreement. In the event that the Indemnitor may be entitled to contribution from the Indemnified Parties under the provisions of any statute or law, the Indemnitor shall be limited to contribution in any amount not exceeding the lesser of the portion of the Losses giving rise to such contribution for which the Underwriters are responsible and the amount of the Commission and the Work Fee received by the Underwriters.

(c) The Indemnitor agrees that in case any legal proceeding shall be brought against, or an investigation is commenced in respect of, the Indemnitor and/or an Indemnified Party and an Indemnified Party or its personnel are required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with or by reason of the performance of professional services rendered to the Corporation by the Indemnified Parties hereunder, the Indemnified Party shall have the right to employ its own counsel in connection therewith, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Indemnified Party for time spent by its personnel in connection therewith at their normal per diem rates together with such disbursements and out-of-pocket expenses incurred by the personnel of the Indemnified Party in connection therewith) shall be paid by the Indemnitor as they occur.

(d) The Underwriters will notify the Indemnitor promptly in writing after receiving notice of any Claim against the Underwriters or any other Indemnified Party or receipt of notice of the commencement of any investigation, which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Indemnitor hereunder, stating the particulars thereof, will provide copies of all relevant documentation to the Indemnitor and, unless the Indemnitor assumes the defence thereof, will keep the Indemnitor advised of the progress thereof and will discuss all significant actions proposed. The omission to so notify the Indemnitor shall not relieve the Indemnitor of any liability which the Indemnitor may have to an Indemnified Party except only to the extent that any such delay in giving or failure to give notice as herein required materially prejudices the defence of such Claim or results in any material increase in the liability under this indemnity which the Indemnitor would otherwise have incurred had the Underwriters not so delayed in giving, or failed to give, the notice required hereunder.

(e) The Indemnitor shall be entitled, at its own expense, to participate in and, to the extent it may wish to do so, assume the defence or settlement of any Claim within 14 days after receipt of notice of a Claim, through counsel of their own choosing and at their own expense. Upon the Indemnitor notifying the Underwriters in writing of its election to assume the defence and retaining counsel, the Indemnitor shall not be liable to an Indemnified Party for any legal expenses subsequently incurred by it in connection with such defence. If such defence is not assumed by the Indemnitor, the Indemnified Parties, throughout the course thereof, shall provide copies of all relevant documentation to the Indemnitor, shall keep the Indemnitor advised of the progress thereof and shall discuss with the Indemnitor all significant actions proposed. If such defence is assumed by the Indemnitor, the Indemnitor throughout the course thereof will provide copies of all relevant documentation to the Underwriters, will keep the Underwriters advised of the progress thereof and will discuss with the Underwriters all significant actions proposed.

(f) Notwithstanding the foregoing paragraph, any Indemnified Party shall have the right, at the Indemnitor's expense, to separately retain counsel of such Indemnified Party's choice, in respect of the defence of any Claim if: (i) the employment of such counsel has been authorized by the Indemnitor; (ii) the Indemnitor has not assumed the defence and employed counsel therefor promptly after receiving notice of the Claim and in any event within 14 days; or (iii) counsel retained by the Indemnitor or the Indemnified Party has advised the Indemnified Party that representation of both parties by the same counsel would be inappropriate for any reason, including for the reason that there may be legal defences available to the Indemnified Party which are different from or in addition to those available to the Indemnitor or that there is a conflict of interest between the Indemnitor and the Indemnified Party or the subject matter of the Claim may not fall within the indemnity set forth herein (in any of which events the Indemnitor shall not have the right to assume or direct the defence on such Indemnified Party's behalf), provided that the Indemnitor shall not be responsible for the fees or expenses of more than one legal firm in any single jurisdiction for all of the Indemnified Parties.

(g) No admission of liability and no settlement, compromise, consent to the entry of any judgment or termination of any Claim shall be made by the Indemnitor without the prior written consent of the Indemnified Parties affected and unless the Indemnitor has acknowledged in writing that the Indemnified Parties are entitled to be indemnified in respect of such Claim and such settlement, compromise, consent or termination includes an unconditional release of each Indemnified Party from any liabilities arising out of such Claim without any admission of negligence, misconduct, liability or responsibility by or on behalf of any Indemnified Party.

(h) The rights accorded to the Indemnified Parties hereunder shall be in addition to any rights an Indemnified Party may have at common law or otherwise.

(i) The Indemnitor agrees to waive any right the Indemnitor may have of first requiring the Indemnified Party to proceed against or enforce any right, power, remedy, security or claim payment from any other Person before claiming under this indemnity. The Indemnitor also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Indemnitor or any person asserting Claims on behalf of or in right of the Indemnitor for or in connection with the performance of professional services rendered hereunder or otherwise in connection with the matters referred to in this Agreement,

(j) The Indemnitor hereby acknowledges that the Underwriters are acting as trustees for each of the other Indemnified Parties of the Indemnitor's covenants under this indemnity and the Underwriters agree to accept such trust and to hold and enforce such covenants on behalf of such Persons.

(k) The indemnity and contribution obligations of the Indemnitor shall be in addition to any liability which the Indemnitor may otherwise have, shall extend upon the same terms and conditions to the Indemnified Parties who are not signatories hereto and shall be binding upon and enure to the benefit of any successors, permitted assigns, heirs and personal representatives of the Indemnitor and the Indemnified Parties. The foregoing provisions shall survive any termination of this Agreement or the completion of the performance of professional services rendered to the Corporation by the Indemnified Parties hereunder.

18. Expenses. Whether or not the Offering is completed, the Corporation shall pay all reasonable costs, expenses and fees in connection with the Offering, including all expenses of or incidental to the creation, issue, sale or distribution of the Units and all other matters in connection with the transactions set out in this Agreement, including the fees and expenses payable in connection with the qualification of the Units for distribution, the fees and expenses of the Corporation's counsel, including of the Corporation's local counsel, the fees and expenses of the Corporation's Auditors, the Warrant Agent, the Transfer Agent, and all costs, expenses and fees incurred by the Underwriters in connection with the Offering, including all reasonable fees and expenses and applicable taxes thereon of legal counsel to the Underwriters (to a maximum of $100,000, exclusive of taxes and disbursements, for the Underwriters' Canadian counsel plus US$40,000, exclusive of taxes and disbursements, for the Underwriters' U.S. counsel) and all other reasonable "out-of-pocket expenses" of the Underwriters. All such costs, expenses and fees payable by the Corporation to the Underwriters may be deducted from the gross proceeds of the sale of the Units otherwise payable to the Corporation on the Closing Date, provided that invoices or other satisfactory documentation are provided to the Corporation upon request at or prior to the Closing or as soon as practicable thereafter.

19. Compensation of the Underwriters. In consideration of the services to be rendered by the Underwriters in connection with the Offering, the Corporation shall pay to the Lead Underwriter, on behalf of the Underwriters, at the Closing Time, a cash fee (the "**Commission**") equal to 7.0% of the aggregate gross proceeds of the Offering (including for certainty on any exercise of the Over-Allotment Option), subject to a reduced fee of 3.5% for up to $2,000,000 of the Units sold by the Underwriters to certain purchasers designated by the Corporation on the President's list (the "**President's List**"). The Corporation shall also issue to the Underwriters that number of compensation options (the "**Compensation Options**") equal to 7.0% of the aggregate number of Units sold pursuant to the Offering (including for certainty on any exercise of the Over-Allotment Option), subject to a reduced number of Compensation Options equal to 3.5% for up to $2,000,000 of the Units sold by the Underwriters to President's List purchasers. Each Compensation Option shall entitle the holder thereof to acquire one Subordinated Voting Share (a "**Compensation Share**") at the Offering Price for a period of 36 months following the Closing Date. As additional consideration for the services to be rendered by the Underwriters in connection with the Offering, the Corporation agrees to pay to the Underwriters a work fee (the "**Work Fee**") equal to $100,000 and to issue to the Underwriters 90,000 work fee options (the "**Work Fee Options**"). Each Work Fee Option shall entitle the holder thereof to acquire one Subordinated Voting Share (a "**Work Fee Share**") at the Offering Price for a period of 36 months following the Closing Date. The obligation of the Corporation to pay the Commission and the Work Fee and to execute and deliver the Compensation Option Certificates and the Work Fee Certificates shall arise at the Closing Time and the Commission and the Work Fee will be netted out of the gross proceeds of the Offering.

In connection with the issuance of the Compensation Options, each Underwriter represents and warrants that it is outside the United States and not a U.S. Person or acting for the account or benefit of a U.S. Person; it did not receive an offer to acquire the Compensation Options from within the United States; it did not execute this Agreement or otherwise place its order to acquire the Compensation Options from within the United States; and it understands that the Compensation Options may be exercised only in transactions exempt from, or not subject to the registration requirements of the U.S. Securities Act or any applicable state securities laws.

20. Underwriting Syndicate.

(a) Subject to the terms and conditions hereof, the respective obligations of the Underwriters to purchase the Units shall be several and neither joint nor joint and several. The percentage of the Units to be severally purchased and paid for by each of the Underwriters shall be as follows:

Name of Underwriter	**Syndicate Position**
Beacon Securities Limited	70.0%
Canaccord Genuity Corp	15.0%
Eight Capital	15.0%

(b) In the event that any Underwriter shall fail to purchase its applicable percentage of the Units (the "**Defaulted Securities**") at the Closing Time, and (i) if the number of Defaulted Securities does not exceed 10% of the number of Units to be purchased hereunder, the non-defaulting Underwriters shall be obligated, each severally, and not jointly, nor jointly and severally, to purchase the full amount thereof in the proportions that their respective underwriting obligations hereunder bear to the underwriting obligation of all non-defaulting Underwriters (the "**Continuing Underwriters**"); or (ii) if the number of Defaulted Securities exceeds 10% of the number of Units to be purchased on such date, the Continuing Underwriters may, but shall not be obligated to purchase any of the Defaulted Securities and the Corporation will have the right to either (A) proceed with the sale of the Units (less the Defaulted Securities) to the Continuing Underwriters, or (B) terminate its obligations hereunder without any further liability on the part of the Corporation to the Continuing Underwriters, except pursuant to the provisions of Section 17 and Section 18. No action taken pursuant to this Section 20 shall relieve any defaulting Underwriter(s) from liability in respect of its default to the Corporation or to any Continuing Underwriter.

(c) Subject to compliance with Canadian Securities Laws, without affecting the firm obligation of the Underwriters to purchase from the Corporation 16,100,000 Units at the Offering Price in accordance with this Agreement, after the Underwriters have made reasonable effort to sell all of the Units at the Offering Price, the Offering Price may be decreased by the Underwriters and further changed from time to time to an amount not greater than the Offering Price specified herein. Such decrease in the Offering Price will not affect the Commission to be paid by the Corporation to the Underwriters, and it will not decrease the amount of the net proceeds of the Offering to be paid by the Underwriters to the Corporation. The Underwriters will inform the Corporation if the Offering Price is decreased.

21. Action by Underwriters. All steps which must or may be taken by the Underwriters in connection with the closing of the Offering, with the exception of the matters relating to (i) termination of purchase obligations, (ii) purchase of additional Units in the event of termination by an Underwriter of its obligations hereunder, (iii) waiver and extension, or (iv) indemnification, contribution and settlement, may be taken by the Lead Underwriter on behalf of itself and the other Underwriters and the execution of this Agreement by the other Underwriters and by the Corporation shall constitute the Corporation's authority and obligation for accepting notification of any such steps from, and for delivering the Units in certificated or electronic form to or to the order of, the Lead Underwriter. The Lead Underwriter shall fully consult with the other Underwriters with respect to all notices, waivers, extensions or other communications to or with the Corporation. The rights and obligations of the Underwriters under this Agreement shall be several and neither joint nor joint and several. For the avoidance of doubt, the Underwriters acknowledge that the Lead Underwriter shall have the authority on their behalf to provide any consent pursuant to Section 8(m) hereof.

22. **Notices.** Unless otherwise expressly provided in this Agreement, any notice or other communication to be given under this Agreement (a "**notice**") shall be in writing addressed as follows:

(a) if to the Corporation, to:

VEXT Science, Inc.
2250 – 1055 West Hastings Street
Vancouver, British Columbia V6E 2E9

Attention: Eric Offenberger, Chief Executive Officer
Email: eric@vextscience.com

with a copy to (which will not constitute delivery):

McMillan LLP
Royal Centre, Suite 1500
1055 West Georgia Street
Vancouver, British Columbia V6E 4N7

Attention: James Munro
Email: james.munro@mcmillan.ca

(b) in the case of the Underwriters, to the Lead Underwriter (on behalf of the Underwriters) at:

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

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

with a copy to (which will not constitute delivery):

Cassels Brock & Blackwell LLP
2100 Scotia Plaza
40 King Street West
Toronto, Ontario M5H 3C2

Attention: Sean Maniaci
Email: smaniaci@cassels.com

or to such other address as any of the parties may designate by notice given to the others. Each notice shall be personally delivered to the addressee or sent by facsimile or electronic transmission to the addressee and: (i) a notice which is personally delivered shall, if delivered on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is delivered; and (ii) a notice which is sent by facsimile or electronic transmission shall be deemed to be given and received on the first Business Day following the day on which it is sent.

23. **Obligations of the Underwriters.** In performing their respective obligations under this Agreement, the Underwriters shall be acting severally and neither jointly nor jointly and severally. Nothing in this Agreement is intended to create any relationship in the nature of a partnership or joint venture between the Underwriters.

24. **Market Stabilization Activities.** In connection with the distribution of the Units, the Underwriters (or any of them) may over-allot or effect transactions which stabilize or maintain the market price of the Subordinated Voting Shares at levels other than those which might otherwise prevail in the open market,

but in each case as permitted by Canadian Securities Laws. Such stabilizing transactions, if any, may be discontinued by the Underwriters at any time.

25. **Other Underwriter Business.** The Corporation acknowledges that the Underwriters and certain of their affiliates: (i) act as investment fund managers and traders of, and dealers in, securities both as principal and on behalf of their clients (including managed accounts and investment funds) and, as such, may have had, and may in the future have, long or short positions in the securities of the Corporation or related entities and, from time to time, may have executed or may execute transactions on behalf of such persons; (ii) may provide research or investment advice or portfolio management services to clients on investment matters, including the Corporation; (iii) may participate in securities transactions on a proprietary basis, including transactions in the Offering or other securities of the Corporation or related entities; and (iv) nothing in this Agreement shall restrict their ability to conduct business in the ordinary course and in compliance with Applicable Laws.

26. **No Fiduciary Duty.** The Corporation acknowledges that in connection with the Offering: (i) the Underwriters have acted at arm's length, are not agents of, and owe no fiduciary duties to, the Corporation or any other person, (ii) the Underwriters owe the Corporation only those duties and obligations set forth in this Agreement, and (iii) the Underwriters may have interests that differ from those of the Corporation. The Corporation waives to the full extent permitted by Applicable Law any claims it may have against the Underwriters arising from an alleged breach of fiduciary duty in connection with the Offering.

27. **Time of the Essence.** Time shall, in all respects, be of the essence hereof and, following any waiver or indulgence by any party shall again be of the essence hereof.

28. **Entire Agreement.** This Agreement constitutes the only agreement between the parties with respect to the subject matter hereof and shall supersede any and all prior negotiations and understandings with respect to the subject matter hereof, including, without limitation, the Engagement Letter. This Agreement may be amended or modified in any respect by written instrument only.

29. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

30. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

31. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Corporation and the Underwriters and their respective successors and permitted assigns.

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

33. **Effective Date.** This Agreement is intended to and shall take effect as of the date first set forth above, notwithstanding its actual date of execution or delivery.

34. **Counterparts and Electronic Copies.** This Agreement may be executed and delivered in any number of counterparts and by facsimile or PDF copy, which taken together shall form one and the same agreement.

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

Yours very truly,

BEACON SECURITIES LIMITED

Per: (Signed) *"Mario Maruzzo"*
Name: Mario Maruzzo
Title: Managing Director, Investment Banking

CANACCORD GENUITY CORP.

Per: (Signed) *"Steve Winokur"*
Name: Steve Winokur
Title: Managing Director, Investment Banking

EIGHT CAPITAL

Per: (Signed) *"Elizabeth Staltari"*
Name: Elizabeth Staltari
Title: Managing Director, Investment Banking

The foregoing is hereby accepted and agreed to by the undersigned as of the date first written above.

VEXT SCIENCE, INC.

Per: (signed) *"Eric Offenberger"*
Name: Eric Offenberger
Title: Chief Executive Officer

SCHEDULE "A"
SUBSIDIARIES

This is Schedule "A" to the underwriting agreement dated as of January 19, 2021 between VEXT Science, Inc., Beacon Securities Inc., Canaccord Genuity Corp. and Eight Capital.

Name of Subsidiary	Jurisdiction	Authorized and Issued Capital	Ownership Information
New Gen Holdings, Inc.	Wyoming, USA	7,395,461 Class A Common Stock; 625,287 Class B Common Stock	100% by the Corporation
Step 1 Consulting, LLC	Delaware, USA	N/A	100% by New Gen Holdings, Inc.
New Gen Admin Services, LLC	Arizona, USA	N/A	100% by New Gen Holdings, Inc.
New Gen Agricultural Services, LLC	Arizona, USA	N/A	100% by New Gen Holdings, Inc.
New Gen Real Estate Services, LLC	Arizona, USA	N/A	100% by New Gen Holdings, Inc.
Hydroponics Solutions, LLC	Arizona, USA	N/A	100% by New Gen Holdings, Inc.
X-Tane, LLC	Arizona, USA	N/A	100% by New Gen Holdings, Inc.
Pure Touch Botanicals, LLC	Arizona, USA	N/A	100% by Hydroponics Solutions, LLC
Vapen, LLC	Arizona, USA	N/A	100% by Hydroponics Solutions, LLC
Vapen CBD, LLC	Arizona, USA	N/A	100% by Hydroponics Solutions, LLC
RDF Management, LLC	Arizona, USA	N/A	100% by New Gen Holdings, Inc.
Firebrand LLC	Arizona, USA	N/A	100% by New Gen Holdings, Inc.

SCHEDULE "B"
DETAILS OF OUTSTANDING CONVERTIBLE SECURITIES
AND RIGHTS TO ACQUIRE SECURITIES

This is Schedule "B" to the underwriting agreement dated as of January 19, 2021 between VEXT Science, Inc., Beacon Securities Limited, Canaccord Genuity Corp. and Eight Capital.

1. **Stock Options Outstanding as at January 19, 2021**

The Corporation has 2,718,334 stock options outstanding, each exercisable for one Subordinated Voting Share. The outstanding stock options are exercisable at prices between $0.75 and $1.22 per Subordinated Voting Share and expire between January 3, 2019 and January 6, 2031.

2. **Warrants Outstanding as at January 19, 2021**

The Corporation has 24,490,891 share purchase warrants (includes 1,282,416 compensation options) and 1,000,000 special advisory warrants outstanding, each exercisable for one Subordinated Voting Share, each exercisable at a prices between $0.36 and $1.00 per Subordinated Voting Share and expiring between December 21, 2021 and December 31, 2024.

SCHEDULE "C"
UNITED STATES OFFERS AND SALES

This is Schedule "C" to the underwriting agreement dated as of January 19, 2021 VEXT Science, Inc., Beacon Securities Limited, Canaccord Genuity Corp. and Eight Capital.

As used in this Schedule "C", the following terms shall have the meanings indicated:

"**Directed Selling Efforts**" means "directed selling efforts" as that term is defined in Rule 902(c) of Regulation S.

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

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

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

"**Qualified Institutional Buyer"** means a qualified institutional buyer as that term is defined in Rule 144A(a)(1) of Rule 144A;

"**Securities**" means, collectively, the Offered Securities and the Additional Securities; and

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

All other capitalized terms used but not otherwise defined in this Schedule "C" shall have the meanings assigned to them in the Underwriting Agreement to which this Schedule "C" is attached.

A. Representations, Warranties and Covenants of the Corporation

The Corporation represents and warrants to and covenants with each of the Underwriters that:

1. It is, and on the Closing Date and any Over-Allotment Closing Date will be, a Foreign Issuer and there is no Substantial U.S. Market Interest with respect to the Subordinated Voting Shares of the Corporation or the Warrants;

2. None of the Corporation, any of its affiliates, or any person acting on their behalf (other than the Underwriters, their U.S. Affiliates, any Selling Firm and any person acting on any of their behalf, as to which the Corporation makes no representation, warranty, covenant or agreement) (i) has made or will make any Directed Selling Efforts in the United States, (ii) has engaged or will engage in any form of General Solicitation or General Advertising, or (iii) has offered or will offer the Securities in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act, in connection with the offer or sale of the Securities in the United States and to, or for the account or benefit of, U.S. Persons;

3. The Corporation is not now, and will not as a result of the sale of the Securities contemplated hereby or the issuance of Warrant Shares upon the exercise of Warrants, be registered or required to be registered under the United States Investment Company Act of 1940, as amended

4. None of the Corporation, any of its affiliates, or any person acting on their behalf (other than the Underwriters, their U.S. Affiliates, any Selling Firm and any person acting on any of their behalf, as to which the Corporation makes no representation, warranty, covenant or agreement) has taken or will take any action that would cause the exclusion from the registration requirements of the U.S. Securities Act provided by Rule 903 of Regulation S or the exemption from such registration requirements provided by Rule 144A, to be

unavailable for the offer and sale of Securities pursuant to this Underwriting Agreement, including this Schedule "C";

5. None of the Corporation, its affiliates or any persons acting on its or their behalf (other than the Underwriters, their U.S. Affiliates, any Selling Firm and any person acting on any of their behalf, as to which the Corporation makes no representation, warranty, covenant or agreement) has offered or sold, or will offer or sell, any of the Securities in the United States or to, or for the account or benefit of, U.S. Persons, except for offers and sales made through the Underwriters and their U.S. Affiliates in compliance with this Underwriting Agreement, including this Schedule "C";

6. All offers and sales of Securities made by the Corporation, its affiliates or any persons acting on its or their behalf (other than the Underwriters, their U.S. Affiliates, any Selling Firm and any person acting on any of their behalf, as to which the Corporation makes no representation, warranty, covenant or agreement) outside the United States to non-U.S. Persons have been made and will be made in Offshore Transactions and otherwise in accordance with Rule 903 of Regulation S;

7. The Securities are not, and as of the Closing Date and any Over-Allotment Closing Date will not be, and no securities of the same class as any of the Securities are or will be: (i) listed on a national securities exchange in the United States registered under Section 6 of the U.S. Exchange Act; (ii) quoted in a "U.S. automated inter-dealer quotation system", as such term is used in Rule 144A under the U.S. Securities Act; or (iii) convertible or exchangeable into, or exercisable for, securities so listed or quoted at an effective conversion or exercise premium (calculated as specified in paragraph (a)(6) and (a)(7) of Rule 144A) of less than 10% for securities so listed or quoted; and

8. For so long as any of the Securities are outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the U.S. Securities Act, and if the Corporation is not subject to and in compliance with the reporting requirements of Section 13 or Section 15(d) of the U.S. Exchange Act or exempt from such reporting requirements pursuant to Rule 12g3-2(b) thereunder, the Corporation will provide to any holder of such Securities, or to any prospective purchaser of such Securities designated by such holder, upon the request of such holder or prospective purchaser, at or prior to the time of resale, the information required to be provided by Rule 144A(d)(4), provided that the delivery of such information is required in order to permit sales of the applicable Securities pursuant to Rule 144A.

9. The Corporation further acknowledges that the Securities have not been and will not be registered under the U.S. Securities Act or any United States state securities laws and can be offered and sold in the United States only to Qualified Institutional Buyers in compliance with 144A under the U.S. Securities Act and exemptions under applicable state securities laws.

B. Representations, Warranties and Covenants of the Underwriters

Each Underwriter represents and warrants to and covenants with the Corporation on its own behalf and on behalf of its U.S. Affiliates (if any) that:

1. (a) It acknowledges that the Securities have not been and will not be registered under the U.S. Securities Act or any United States state securities laws and may not be offered or sold in the United States or to, or for the account or benefit of U.S. Persons, except pursuant to an exemption from the registration requirements of the U.S. Securities Act and applicable United States state securities laws. It has offered and sold and will offer and sell the Securities only (i) outside the United States to non-U.S. Persons in Offshore Transactions and otherwise in accordance with Rule 903 of Regulation S, or (ii) in the United States and to, or for the account or benefit of, U.S. Persons, in transactions in accordance with the requirements of Rule 144A and applicable state securities laws, and as further provided in this Schedule "C". Accordingly, neither the Underwriter, nor its U.S. Affiliate, nor any Selling Firm or any persons acting on its or their behalf: (i) have engaged or will engage in any Directed Selling Efforts in connection with the offer and sale of the Securities; or (ii) except as permitted by this Schedule "C", have made or will make any offers to sell Securities in the United States or to, or for the account or benefit of, a U.S. Person, or (iii) except as permitted by this Schedule "C", have made or will make any sale of Securities unless at the time the purchaser made its

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

(b) It has not entered and will not enter into any contractual arrangement with respect to the distribution of the Securities, except with its U.S. Affiliate, any Selling Firm or with the prior written consent of the Corporation; and

(c) It shall require its U.S. Affiliate and each Selling Firm to agree, for the benefit of the Corporation, to comply with, and shall cause its U.S. Affiliate and use its best efforts to ensure that each Selling Firm complies with, the provisions of this Schedule "C" as if such provisions applied to such U.S. Affiliate and such Selling Firm.

2. All offers and sales of the Securities in the United States or to, or for the account or benefit of, U.S. Persons, have been and will be made only to Qualified Institutional Buyers in transactions that are exempt from registration under the U.S. Securities Act pursuant to Rule 144A and exempt from qualification under applicable state securities laws, and will be effected by its U.S. Affiliate in accordance with all applicable U.S. federal and state broker-dealer requirements. Such U.S. Affiliate is, was and will be on the date of each offer and sale of Securities in the United States, duly registered as a broker-dealer pursuant to Section 15(b) of the U.S. Exchange Act and the securities laws of each state in which such offer or sale is made (unless exempted from the respective state's broker-dealer registration requirements) and a member of and in good standing with the Financial Industry Regulatory Authority, Inc.

3. Prior to the completion of any sale of Securities in the United States to a person offered Securities within the United States, or to, or for the account or benefit of a U.S. Person, each such purchaser will be required to provide to the Underwriters, or to their U.S. Affiliates selling the Securities, an executed Qualified Institutional Buyer Representation Letter in the form attached to the Final U.S. Placement Memorandum.

4. Offers and sales of Securities in the United States and to, or for the account or benefit of, U.S. Persons shall not be made and have not been made by any form of General Solicitation or General Advertising, any Directed Selling Efforts, or in any manner involving a public offering within the meaning of Rule 4(a)(2) under the U.S. Securities Act.

5. Immediately prior to soliciting offerees in the United States or acting for the account or benefit of U.S. Persons, the Underwriter had reasonable grounds to believe and did believe that each offeree was a Qualified Institutional Buyer, and at the time of completion of each sale to a person in the United States, a person offered Securities in the United States, or a person purchasing for the account or benefit of a U.S. Person, the Underwriter, its affiliates, and any person acting on its or their behalf will have reasonable grounds to believe and will believe, that each such purchaser purchasing Securities from such Underwriter or its U.S. Affiliate is a Qualified Institutional Buyer.

6. All purchasers of the Securities in the United States, that were offered Securities in the United States, or that is purchasing for the account of benefit of a U.S. Person, shall be informed that the Securities have not been and will not be registered under the U.S. Securities Act or any state securities laws and are being offered and sold to such purchasers in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Rule 144A thereunder.

7. Each offeree in the United States or acting for the account or benefit of a U.S. Persons shall be provided with the Preliminary U.S. Placement Memorandum and/or Final U.S. Placement Memorandum, and each Purchaser in the United States, that is acting for the account or benefit of a U.S. Person, or that was offered Securities in the United States, shall be provided at or prior to the time of purchase of any Securities, the Final U.S. Placement Memorandum.

8. At the Closing Time, each Underwriter, together with each of its U.S. Affiliates offering or selling Securities in the United States, will provide a certificate, substantially in the form of Exhibit A to this Schedule "C", relating to the manner of the offer and sale of the Securities in the United States, or will be deemed to have

represented that neither it nor its affiliates offered or sold Securities in the United States.

9. At least one Business Day prior to the Closing Date and any Over-Allotment Closing Date, the Lead Underwriter shall provide the Corporation with a list of all purchasers of Securities pursuant to Rule 144A.

10. Each U.S. Affiliate of an Underwriter that is purchasing the Securities in the United States is a Qualified Institutional Buyer.

EXHIBIT A

UNDERWRITERS' CERTIFICATE

In connection with the private placement in the United States of Offered Securities (the "**Securities**") of VEXT Science, Inc. (the "**Corporation**"), pursuant to the underwriting agreement dated as of January 19, 2021 among the Corporation and the Underwriters named therein (the "**Underwriting Agreement**"), the undersigned Underwriter and its United States broker-dealer affiliate (the "**U.S. Affiliate**") do hereby certify that:

(a) the U.S. Affiliate was on the date of each offer or sale of Securities was made in the United States, and is on the date hereof, duly registered as a broker-dealer pursuant to Section 15(b) of the U.S. Exchange Act and the securities laws of each state in which such offer or sale was made (unless exempted from the respective state's broker-dealer registration requirements) and a member of and in good standing with the Financial Industry Regulatory Authority, Inc.;

(b) all offers and sales of the Securities made by us in the United States were made by the U.S. Affiliate in compliance with all applicable U.S. federal and state broker-dealer requirements;

(c) each offeree and purchaser in the United States was provided with a copy of the Preliminary U.S. Placement Memorandum and/or Final U.S. Placement Memorandum, and no other written material was used in connection with the offer and sale of the Securities in the United States;

(d) no form of General Solicitation or General Advertising was used by us in the United States;

(e) immediately prior to our transmitting the Preliminary U.S. Placement Memorandum and/or Final U.S. Placement Memorandum to any person in the United States or to a person acting for the account or benefit of a U.S. Person or a person in the United States, we had reasonable grounds to believe and did believe that each such offeree was a Qualified Institutional Buyer, and, on the date hereof, we continue to believe that each purchaser of Securities in the United States, each purchaser that was offered Securities in the United States, and each purchaser that is acting for the account or benefit of a U.S. Person or a person in the United States, is a Qualified Institutional Buyer;

(f) prior to the sale of Securities by us to persons in the United States, persons offered Securities in the United States, or persons acting for the account or benefit of U.S. Persons or persons in the United States, we caused each such purchaser to execute a Qualified Institutional Buyer Representation Letter in the form attached to the Final U.S. Placement Memorandum; and

(g) the offering of the Securities in the United States has been conducted by us in accordance with the Underwriting Agreement, including Schedule "C" thereto.

Terms used in this certificate have the meanings given to them in the Underwriting Agreement, including Schedule "C" thereto, unless otherwise defined herein.

Dated this _____day of _____, 2021.

[NAME OF UNDERWRITER]

By: _____
Authorized Signatory

[NAME OF U.S. AFFILIATE]

By: _____
Authorized Signatory