AGENCY AGREEMENT

March 29, 2018

The Green Organic Dutchman Holdings Ltd.
6205 Airport Rd. Building A – Suite 301,
Mississauga, ON M5J 2T3

Attention: Mr. Robert Anderson, Chief Executive Officer and Co-Chairman

Dear Sirs:

Canaccord Genuity Corp. ("**Canaccord**") and PI Financial Corp., as co-lead agents (the **Co-Lead Agents**"), Industrial Alliance Securities Inc., INFOR Financial Inc., Echelon Wealth Partners Inc. and Mackie Research Capital Corporation (together with the Co-Lead Agents, the "**Agents**" and each individually, an "**Agent**") hereby agree to offer for purchase and sale on a 'commercially reasonable efforts' agency basis and The Green Organic Dutchman Holdings Ltd. (the "**Corporation**") upon and subject to the terms hereof, agrees to issue and sell through the Agents, a minimum of 28,000,000 units of the Corporation (each an "**Offered Unit**") at a price of $3.65 per Offered Unit (the "**Offering Price**"). Each Offered Unit is comprised of one common share of the Corporation (each a "**Unit Share**") and one-half of one transferable common share purchase warrant (each whole warrant a "**Unit Warrant**"). Each Unit Warrant may be exercised by the holder to acquire one common share of the Corporation (each a "**Unit Warrant Share**") at a price of $7.00 per Unit Warrant Share, subject to adjustment, on or prior to 4:00 p.m. (Eastern time) on the date that is the earlier of (i) 24 months following the Closing Date (as hereinafter defined); and (ii) the date specified in the Warrant Acceleration Notice (as hereinafter defined). If, at any time the volume weighted average trading price of the Common Shares (as hereinafter defined) is equal to or greater than $9.00 for any 10 consecutive trading day period, the Corporation may provide notice to the Warrant Agent (as hereinafter defined) and the registered holders of the Unit Warrants (the "**Warrant Acceleration Notice**") that the expiry of the Unit Warrants shall be accelerated to the date which is 30 days after the date of such Warrant Acceleration Notice. The Unit Warrants will be subject to the terms of the Warrant Indenture (as hereinafter defined). The description of the Unit Warrants herein is a summary only and is subject to the specific attributes and provisions set forth in the Warrant Indenture. In case of any inconsistency between the description of the Unit Warrants in this Agreement and the terms of the Unit Warrants set forth in the Warrant Indenture, the provisions of the Warrant Indenture will govern.

In addition, by acceptance of this Agreement, the Corporation hereby grants to the Agents an option (the "**Over-Allotment Option**") to acquire, at the Option Closing Date (as defined below) on the basis set forth below, in whole or in part and from time to time, up to 4,200,000 additional units of the Corporation (the "**Additional Units**") at the Offering Price for additional gross proceeds of up $15,330,000 to cover over-allotments, if any, and for market stabilization purposes. Each Additional Unit is comprised of one common share of the Corporation (each an "**Additional Share**") and one-half of one transferable common share purchase warrant (each whole warrant an "**Additional Warrant**"). Each Additional Warrant will have the same terms as the Unit Warrants and will be issued pursuant to the Warrant Indenture. The Over-Allotment Option shall be exercisable, in whole or in part, and from time to time, by Canaccord, on behalf of the Agents, and shall be exercisable to acquire (i) Additional Units at the Offering Price; (ii)

Additional Shares, at a purchase price of $3.62 per Additional Share; and/or (iii) Additional Warrants, at a purchase price of $0.06 per Additional Warrant, at the discretion of the Agents, provided that no more than the aggregate of 4,200,000 Additional Shares and 2,100,000 Additional Warrants are issued pursuant to the exercise of the Over-Allotment Option. If Canaccord, on behalf of the Agents, elects to exercise all or any portion of the Over-Allotment Option from time to time, Canaccord shall provide written notice (the "**Exercise Notice**") to the Corporation not later than two Business Days prior to the Option Closing Date (as defined below) specifying the aggregate number of Additional Units, Additional Shares and/or Additional Warrants, to be acquired by the Agents and the date on which such Additional Units, Additional Shares and/or Additional Warrants, are to be purchased (an "**Option Closing Date**") and the Corporation shall be obligated to issue and sell such number of Additional Units, Additional Shares and/or Additional Warrants on such Option Closing Date. Such date may be the same as the Closing Date but not earlier than the Closing Date nor later than 30 days following the Closing Date.

The offering of the Offered Units by the Corporation described in this Agreement is hereinafter referred to as the "**Offering**" and, unless otherwise required by the context, references to the "**Offering**" shall include the offering of Additional Units, references to the "**Offered Units**" shall include the Additional Units, references to the **"Unit Shares"** shall include the "Additional Shares", references to the **"Unit Warrants"** shall include the Additional Warrants and, references to the **"Unit Warrant Shares"** shall include the common shares issuable on exercise of the Additional Warrants. The net proceeds of the Offering to the Corporation shall be used by the Corporation substantially in accordance with the disclosure set out under "Use of Proceeds" in the Final Prospectus (as hereinafter defined), subject to the qualifications set out therein.

The Agents understand that the Corporation has prepared and, concurrently with or immediately after the execution hereof, will file a final long form prospectus and all necessary documents relating thereto and will take all additional steps to qualify the Offered Units (as hereinafter defined) for distribution in each of the provinces of Canada (collectively, the "**Qualifying Jurisdictions**") and to permit the offer and sale of the Offered Units on a private placement basis to, or for the account or benefit of, persons in the United States (as hereinafter defined) and U.S. Persons (as hereinafter defined). The Agents intend to make a public offering of the Offered Units in the Qualifying Jurisdictions upon the terms set forth herein and in the Prospectus (as defined below). The Corporation acknowledges and agrees that the Agents may offer and sell the Offered Units to or through any affiliate of the Agents and that any such affiliate may offer and sell the Offered Units to or through the Agents. The Agents shall be entitled to appoint a soliciting dealer group consisting of other registered dealers for the purposes of arranging for purchasers of the Offered Units.

The Agents also propose to (i) through their respective registered United States broker-dealer affiliate ("**U.S. Affiliate**"), offer the Offered Units, on a private placement basis, to, or for the account or benefit of, persons in the United States and U.S. Persons, to purchasers to whom the Corporation will sell the Offered Units directly in accordance with Rule 506(b) of Regulation D under the U.S. Securities Act and/or Section 4(a)(2) of the U.S. Securities Act, as well as pursuant to any applicable securities laws of any state of the United States in accordance in with the terms hereof, including Schedule "A" hereto, and (ii) offer the Offered Units, on a private placement basis, in other foreign jurisdictions, all in the manner contemplated by this Agreement.

In consideration of the Agents' services to be rendered in connection with the Offering, the Corporation shall pay to the Agents at the Closing (as hereinafter defined) a cash commission (the "**Commission**") equal to 6.0% of the gross proceeds realized by the Corporation in respect of the sale of the Offered Units and Additional Units, except with respect to gross proceeds realized by the Corporation from purchasers on the President's List (as defined herein), upon which a cash commission equal to 3.0% of such gross proceeds shall be payable and except with respect to gross proceeds realized by the Corporation from purchasers who have pre-emptive rights to participate in the Offering upon which a cash commission equal to 1.5% of such gross proceeds shall be payable.

The following are the schedules attached to this Agreement, which schedules are deemed to be a part hereof and are hereby incorporated by reference herein:

Schedule "A" – Compliance with United States Securities Laws
Schedule "B" – List of Subsidiaries

DEFINITIONS

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

"**ACMPR**" means the Access to Cannabis for Medical Purposes Regulations (Canada) issued pursuant to the Controlled Drugs and Substances Act;

"**ACMPR Licence**" means the license originally issued to TGOD by Health Canada on August 17, 2016 pursuant to section 35 of the ACMPR and currently dated December 29, 2017 with an expiry date of August 16, 2019, including all amendments thereto, allowing the Corporation to produce and sell medical marihuana to Licensed Producers or Licensed Dealers at the Hamilton Facility;

'**Additional Services**" means any services provided by Canaccord in addition to those services to be provided under this Agreement on request of the Corporation, the terms of which will be outlined in a separate letter of agreement and the fees for such services will be negotiated separately and in good faith and will be consistent with fees paid to North American investment bankers for similar services, such services not to include any legal, tax or accounting advice, either pursuant to this Agreement or otherwise;

"**Additional Shares**" means the Common Shares underlying the Additional Units;

"**Additional Units**" means the units, which have the same terms as the Offered Units, which will be issued pursuant to the exercise of the Over-Allotment Option;

"**Additional Warrants**" means one whole transferable Common Share purchase warrant underlying the Additional Units;

"**Agreement**" means the agreement resulting from the acceptance by the Corporation of the offer made hereby;

"**Amended and Restated Preliminary Prospectus**" means the English and French language amended and restated preliminary long form prospectus dated March 13, 2018 prepared by the Corporation relating to the distribution of the Offered Units and for which a receipt was issued by the Ontario Securities Commission on its own behalf and, as principal regulator, on behalf of each of the other Canadian Securities Regulators;

"**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 permits, including any judicial or administrative interpretation thereof, of any Governmental Authority, including without limitation the ACMPR;

"**Alternative Transaction**" means (a) any transaction by the Corporation which prevents the completion of the Offering; (b) an issuance by the Corporation or sale by the Corporation's current shareholders of that number of Common Shares, or shares exercisable into Common Shares, including all classes of preferred shares, of the Corporation exceeding 10% of the total value or number of common shares currently outstanding (on a fully-diluted basis), exclusive of the shares issued to Aurora pursuant to the exercise of existing convertible securities, and for greater certainty, Aurora's Right of Participation shall not be included as part of an "Alternative Transaction"; (c) a transaction involving a change in control of the Corporation or any material subsidiary of the Corporation; or (d) a merger, amalgamation, plan of arrangement, take-over bid, joint venture, sale of all or substantially all assets, exchange of assets or common shares, or any similar material transaction (or series of transactions) involving the Corporation;

"**Aurora**" means Aurora Cannabis Inc.;

"**Authorizations**" means any regulatory licences, approvals, permits, consents, certificates, registrations, filings or other authorizations of or issued by any Governmental Authority under Applicable Laws, including the ACMPR Licence;

"**Business**" means the business of producing, possessing, selling, shipping and disposing of prescription medical marihuana and related products as well as research and development in this regard carried on by the Corporation through the Subsidiaries;

"**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, fixed assets, facilities, equipment, inventories and accounts receivable, by the Corporation and the Subsidiaries in connection with the Business;

"**Business Day**" means a day which is not a Saturday, Sunday or statutory or civic holiday in the City of Vancouver, British Columbia and the City of Toronto, Ontario;

"**Canadian Securities Regulators**" means the applicable securities commission or securities regulatory authority in each of the Qualifying Jurisdictions;

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

"**Closing**" means the completion of the issue and sale by the Corporation on the Closing Date of the Offered Units as contemplated by this Agreement;

"**Closing Date**" means such date as the Corporation and the Co-Lead Agents, may agree;

"**Closing Time**" means 5:30 a.m. (Vancouver time) on the Closing Date or such other time on the Closing Date as the Corporation and the Co-Lead Agents, may agree;

"**Common Shares**" means the common shares of the Corporation which the Corporation is authorized to issue, as constituted on the date hereof;

"**Corporation's Auditors**" means such firm of chartered professional accountants as the Corporation may have appointed or may from time to time appoint as auditors of the Corporation;

"**Final Prospectus**" means the (final) English and French language long form prospectus prepared by the Corporation in accordance with NI 41-101 and relating to the distribution of the Offered Units and for which a receipt will be issued by the Ontario Securities Commission on its own behalf and, as principal regulator, on behalf of each of the other Canadian Securities Regulators;

"**Financial Statements**" means the financial statements of the Corporation and any Subsidiaries included in the Prospectus, including the notes to such statements and the related auditors' report on such statements, if any;

"**Governmental Authority**" means any (a) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, ministry, central bank, court, tribunal, arbitral body, bureau or agency, domestic or foreign, (b) any subdivision, agent, commission, board, or authority of any of the foregoing, or (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any foregoing, and any stock exchange or self-regulatory authority and, for greater certainty, includes the Securities Regulators;

"**Hamilton Facility"** has the meaning ascribed to it in the Prospectus;

"**Indemnified Party**" has the meaning ascribed thereto in Section 19;

"**Letter Agreement**" means the letter agreement dated January 23, 2018 between Canaccord and the Corporation relating to the Offering;

"**Licensed Dealer"** has the meaning set out at section 2 of the *Narcotic Control Regulations*;

"**Licensed Producer"** means the holder of a licence issued under section 35 of the ACMPR;

"**Marketing Materials**" has the meaning ascribed to "marketing materials" in NI 41-101 (including any template version, revised template version or limited use version thereof) provided to a potential investor in connection with the Offering;

"**Material Adverse Effect**" or "**Material Adverse Change**" means any effect or change on the Corporation or its Subsidiaries or their respective businesses that is or is reasonably likely to be materially adverse to the results of operations, financial condition, assets, properties, capital, liabilities (contingent or otherwise), cash flow, income or business operations of the Corporation

and its Subsidiaries and their respective businesses, taken as a whole, after giving effect to this Agreement and the transactions contemplated hereby or that is or is reasonably likely to be materially adverse to the completion of the transactions contemplated by this Agreement;

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

"**MI 11-102**" means Multilateral Instrument 11-102 – *Passport System* and its companion policy;

"**NI 41-101**" means National Instrument 44-101 – *General Prospectus Requirements*;

"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*;

"**November Offering Warrants"** means the 17,753,821 warrants of the Corporation issued as part of the units offered under a private placement in November 2017 where each warrant is exercisable at the exercise price of $3.00 to obtain one Common Share until February 28, 2021;

"**Offering**" means the issuance and sale of the Offered Units pursuant to this Agreement;

"**Offering Documents**" has the meaning ascribed thereto in subparagraph 6(a)(iii);

"**Option Closing Date**" has the meaning ascribed thereto on the second page hereof;

"**Option Closing Time**" means 5:30 a.m. (Vancouver time) on the Option Closing Date or such other time on the Option Closing Date as the Corporation and Canaccord, on behalf of the Agents, may agree;

"**Over-Allotment Officers' Certificate**" has the meaning ascribed thereto in Section 13;

"**Over-Allotment Proceeds**" means the gross proceeds with respect to the Additional Units, Additional Shares and/or the Additional Warrants issued upon exercise of the Over-Allotment Option, less:

(a) any Commission payable in cash relating to the Additional Units, Additional Shares and/or the Additional Warrants; and

(b) the reasonable expenses of the Agent in connection with the Offering incurred since the Closing Date, which have not been paid by the Corporation;

"**Passport System**" means the system and process for prospectus reviews provided for under MI 11-102 and NP 11-202;

"**person**" shall be broadly interpreted and shall include any individual, corporation, partnership, limited liability company, joint venture, association, trust or other legal entity;

"**Preliminary Prospectus**" means the English and French language preliminary long form prospectus dated February 16, 2018 prepared by the Corporation relating to the distribution of the Offered Units and for which a receipt was issued by the Ontario Securities Commission on its own behalf and, as principal regulator, on behalf of each of the other Canadian Securities Regulators;

"**President's List**" means a list of prospective purchasers for the Offering provided by the Corporation to Canaccord and as approved by Canaccord, the aggregate gross proceeds of such purchases not to exceed 15% of the gross proceeds of the Offering;

"**Prospectus**" means, collectively, the Preliminary Prospectus, the Amended and Restated Preliminary Prospectus and the Final Prospectus and any amendments thereto;

"**Qualifying Jurisdictions**" means, collectively, all of the provinces of Canada;

"**Québec Facility"** has the meaning ascribed to it in the Prospectus;

"**Right of Participation**" means the right of Aurora and its affiliates to subscribe for Common Shares of the Corporation in any public offering or private placement of the Corporation to maintain its pro rata ownership pursuant to the terms of the investor rights agreement between the Company and Aurora dated January 12, 2018;

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

"**Securities Laws**" means, unless the context otherwise requires, all applicable securities laws in each of the Qualifying Jurisdictions and the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, orders, blanket rulings and other regulatory instruments of the securities regulatory authorities in such jurisdictions;

"**Securities Regulators**" means, collectively, the TSX and the Canadian Securities Regulators;

"**Selling Firm**" means any investment dealer or broker (other than the Agents) with which the Agents have a contractual relationship in respect of the distribution of the Offered Units or who are otherwise offered selling group participation by the Agents;

"**Standard Term Sheet**" has the meaning ascribed to "standard term sheet" in NI 41-101;

"**Subsidiaries**" the subsidiaries of the Corporation, as listed in Schedule "B" hereto and "**Subsidiary**" means any one of the Subsidiaries;

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

"**TGOD**" means The Green Organic Dutchman Ltd., the wholly-owned subsidiary of the Corporation;

"**Transfer Agent**" means the registrar and transfer agent of the Corporation, namely, Computershare Investor Services Inc.;

"**TSX**" means the Toronto Stock Exchange;

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

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

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

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

"**Warrant Agent**" means Computershare Trust Company of Canada; and

"**Warrant Indenture**" means an indenture in respect of the Unit Warrants to be entered into between the Corporation and the Warrant Agent on or before the Closing Date.

TERMS AND CONDITIONS

1. Compliance With Securities Laws. The Corporation will as soon as possible after the execution of this Agreement, and in any event no later than 3:00 p.m. (Vancouver time) on March 29, 2018 (or, in any case, by such later date or dates as may be determined by Canaccord, on behalf of the Agents, and the Corporation acting reasonably), file the Final Prospectus and obtain, pursuant to the Passport System, a receipt from the Ontario Securities Commission (as principal regulator) evidencing the issuance or deemed issuance by the Canadian Securities Regulators of receipts for the Final Prospectus and other related documents in respect of the proposed distribution of the Offered Units.

2. Minimum Offering. The Closing of the Offering is subject to aggregate gross proceeds from the Offering being a minimum of $102,200,000 (the "**Minimum Offering**"). All funds received by the Agent for subscriptions will be held in trust by the Agents until the Minimum Offering has been obtained or will be returned to the subscribers without interest or deduction if the Minimum Offering is not obtained within the period required to complete the Offering pursuant to Securities Laws unless the subscribers have otherwise instructed the Agents.

3. Due Diligence. Prior to the filing of the Final Prospectus and continuing until the Closing, the Corporation shall have permitted the Agents to review the Final Prospectus and shall allow the Agents to conduct any due diligence investigations which they reasonably require in order to fulfill their obligations as Agents under the Securities Laws and in order to enable them to responsibly execute the certificate in the Final Prospectus required to be executed by them. The Corporation also covenants to use their reasonable best efforts to secure the cooperation of the Corporation's professional advisors (including its legal advisors and auditors) to participate in any due diligence conference calls required by the Agents, and the Corporation consents to the use and the disclosure of information obtained during the course of the due diligence investigation (including during any due diligence conference call) where such

disclosure is required by law or required by the Agents to maintain a defense to any regulatory or other civil action. The Corporation further covenants, during the term of this Agreement, to keep the Agents informed of all material changes relating to the Corporation, whether or not requested by the Agents.

4. Marketing Materials.

(a) During the distribution of the Offered Units:

(i) the Corporation will comply with all applicable Securities Laws relating to its activities during the period of distribution of the Offered Units;

(ii) the Corporation and the Agents, shall approve in writing, prior to the time Marketing Materials are provided to potential investors, a template version of any Marketing Materials reasonably requested to be provided by the Agents to any such potential investor, such Marketing Materials to comply with Securities Laws. The Corporation shall file a template version of such Marketing Materials with the Canadian Securities Regulators as soon as reasonably practicable after such Marketing Materials are so approved in writing by the Corporation and the Agents, and in any event on or before the day the Marketing Materials are first provided to any potential investor of Offered Units, and such filing shall constitute the Agents' authority to use such Marketing Materials in connection with the Offering. Any comparables shall be redacted from the template version in accordance with NI 41-101 prior to filing such template version with the Canadian Securities Regulators and a complete template version containing such comparables and any disclosure relating to the comparables, if any, shall be delivered to the Canadian Securities Regulators by the Corporation. The Corporation shall prepare and file with the Canadian Securities Regulators a revised template version of any Marketing Materials provided to potential investors of Offered Units where required under Securities Laws;

(iii) the Agents, on a several basis (and not joint, nor joint and several), covenant and agree:

(A) not to provide any potential investor of Offered Units with any Marketing Materials unless a template version of such Marketing Materials has been filed by the Corporation with the Canadian Securities Regulators on or before the day such Marketing Materials are first provided to any potential investor of Offered Units; and

(B) not to provide any potential investor with any materials or information in relation to the distribution of the Offered Units or the Corporation other than: (a) such Marketing Materials that have been approved and filed in accordance with section 4(a); (b) the

Prospectus; and (c) any Standard Term Sheets approved in writing by the Corporation and the Agents.

5. Deliveries on Filing and Related Matters.

(a) The Corporation shall deliver to the Agents:

(i) prior to the filing of the Final Prospectus with the Canadian Securities Regulators, an opinion of McMillan LLP and an opinion of Deloitte LLP, in form and substance satisfactory to the Agents, acting reasonably, regarding the proper translation of the Final Prospectus and the Financial Statements;

(ii) prior to the filing of the Final Prospectus with the Canadian Securities Regulators, a "long form" comfort letter dated the date of the Final Prospectus, in form and substance satisfactory to the Agents, acting reasonably, addressed to the Agents and the directors of the Corporation from the Corporation's Auditors with respect to financial and accounting information relating to the Corporation contained in the Final Prospectus, 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, which letter shall be in addition to any auditors' consent letter or comfort letter addressed to the Canadian Securities Regulators;

(iii) prior to the filing of the Final Prospectus with the Canadian Securities Regulators, a legal opinion of McMillan LLP dated as of the date of the Final Prospectus with respect to the tax commentary included in the section of the Prospectus entitled "Eligibility for Investment" addressed to the Agents and its legal counsel, in form and content acceptable to the Agents, acting reasonably;

(iv) as soon as reasonably practicable after the Preliminary Prospectus, Final Prospectus and any Supplementary Material are prepared, the private placement memorandum incorporating the Preliminary Prospectus, the Final Prospectus or any Supplementary Material, as the case may be, prepared for use in connection with the offering for sale of the Offered Units to, or for the account or benefit of, persons in the United States or U.S. Persons (the "**U.S. Memorandum**"), and, forthwith after preparation, any amendment to the U.S. Memorandum; and

(v) prior to the filing of the Final Prospectus with the Canadian Securities Regulators, copies of correspondence indicating that the application for the listing and posting for trading on the TSX of the outstanding Common Shares, the Unit Shares, the Unit Warrant Shares and the November Offering Warrants have been approved for listing subject only to satisfaction by the Corporation of customary listing conditions imposed by the TSX (the "**Standard Listing Conditions**").

(b) The Corporation shall also prepare and deliver promptly to the Agents signed copies of all Supplementary Material required to be filed by the Corporation in compliance with the Securities Laws.

(c) Delivery of the Preliminary Prospectus, the Amended and Restated Preliminary Prospectus, the Final Prospectus, Marketing Materials, any Supplementary Material and the U.S. Memorandum by the Corporation shall constitute the representation and warranty of the Corporation to the Agents that, as at their respective dates of filing:

(i) all information and statements (except information and statements relating solely to the Agents and provided by the Agents in writing) contained in the Preliminary Prospectus, the Amended and Restated Preliminary Prospectus, or the Final Prospectus or Marketing Materials or any Supplementary Material and the U.S. Memorandum, as the case may be, 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 and the Offered Units;

(ii) no material fact or information has been omitted therefrom (except facts or information relating solely to the Agents) 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; and

(iii) except with respect to any information relating solely to the Agents and provided by the Agents in writing, such documents comply in all material respects with the requirements of the Securities Laws.

Such deliveries shall also constitute the Corporation's consent to the Agents' use of the Preliminary Prospectus, the Amended and Restated Preliminary Prospectus, the Final Prospectus, Marketing Materials and any Supplementary Material in connection with the distribution of the Offered Units in the Qualifying Jurisdictions and the U.S. Affiliates' use of the U.S. Memorandum in connection with the offer and sale of the Offered Units, on a private placement basis, to, or for the account or benefit of, persons in the United States or U.S. Persons in compliance with this Agreement (including Schedule "A" hereto) and the U.S. Securities Act unless otherwise advised in writing.

(d) The Corporation shall cause commercial copies of the Final Prospectus, any Supplementary Material and the U.S. Memorandum to be delivered to the Agents without charge, in such numbers and in such cities as the Agents may reasonably request by written instructions to the Corporation's financial printer of the Final Prospectus, any Supplementary Material and the U.S. Memorandum given forthwith after the Agents has been advised that the Corporation has complied with the Securities Laws in the Qualifying Jurisdictions. Such delivery shall be effected as soon as possible and, in

any event, on or before a date which is two Business Days after the Canadian Securities Regulators have issued a receipt for the Final Prospectus, and on or before a date which is two Business Days after the Canadian Securities Regulators issue receipts for or accept for filing, as the case may be, any Supplementary Material.

6. Material Changes.

(a) During the period prior to the Agents notifying the Corporation of the completion of the distribution of the Offered Units, the Corporation shall promptly inform the Agents (and if requested by the Agents, confirm such notification in writing) of the full particulars of:

(i) any material change (actual, anticipated, contemplated, threatened, financial or otherwise) in the assets, liabilities (contingent or otherwise), business, affairs, operations or capital of the Corporation and each Subsidiary taken as a whole;

(ii) any material fact which has arisen or has been discovered and would have been required to have been stated in the Preliminary Prospectus, the Amended and Restated Preliminary Prospectus, or the Final Prospectus had the fact arisen or been discovered on, or prior to, the date of such documents; and

(iii) any change in any material fact contained in the Preliminary Prospectus, the Amended and Restated Preliminary Prospectus, the Final Prospectus, any Supplementary Material or the U.S. Memorandum (collectively, the "**Offering Documents**") or whether any event or state of facts 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 the Final Prospectus or any Supplementary Material not complying (to the extent that such compliance is required) with Securities Laws.

(b) The Corporation will comply with Section 57 of the *Securities Act* (Ontario) and with the comparable provisions of the other Securities Laws, and the Corporation will prepare and file promptly any Supplementary Material which may be necessary and will otherwise comply with all legal requirements necessary to continue to qualify the Offered Units for distribution in each of the Qualifying Jurisdictions.

(c) In addition to the provisions of subparagraphs 6(a) and 6(b) hereof, the Corporation shall in good faith discuss with the Agents any change, event or fact contemplated in subparagraphs 6(a) and 6(b) which is of such a nature that there is or could be reasonable doubt as to whether notice should be given to the Agents under subparagraph 6(a) hereof and shall consult with the Agents with respect to the form and content of any

amendment or other Supplementary Material proposed to be filed by the Corporation, it being understood and agreed that no such amendment or other Supplementary Material shall be filed with any Securities Regulator prior to the review thereof by the Agents and their counsel, acting reasonably and without undue delay.

(d) If during the period of distribution of the Offered Units there shall be any change in Securities Laws which, in the opinion of the Agents, acting reasonably, requires the filing of any Supplementary Material, upon written notice from the Agents, the Corporation shall, to the satisfaction of the Agents, acting reasonably, promptly prepare and file any such Supplementary Material with the appropriate Securities Regulators where such filing is required.

7. Covenants of the Corporation. The Corporation hereby covenants to the Agents that the Corporation:

(a) will advise the Agents, promptly after receiving notice thereof, of the time when the Final Prospectus and any Supplementary Material has been filed and receipts therefor have been obtained pursuant to the Passport System and will provide evidence reasonably satisfactory to the Agents of each such filing and copies of such receipts;

(b) will advise the Agents, promptly after receiving notice or obtaining knowledge thereof, of:

(i) the issuance by any Canadian Securities Regulator of any order suspending or preventing the use of the Final Prospectus or any Supplementary Material;

(ii) the institution, threatening or contemplation of any proceeding for any such purposes;

(iii) any order, ruling, or determination having the effect of suspending the sale or ceasing the trading in any securities of the Corporation (including the Offered Units) has been issued by any Securities Regulator or the institution, threatening or contemplation of any proceeding for any such purposes; or

(iv) any requests made by any Canadian Securities Regulator for amending or supplementing the Final Prospectus or for additional information, and will use its commercially reasonable efforts to prevent the issuance of any order referred to in (i) above and, if any such order is issued, to obtain the withdrawal thereof as quickly as possible;

(c) except to the extent the Corporation participates in a merger or business combination transaction which the Corporation's board of directors determines is in the best interest of the Corporation and following which the

Corporation will be in a position to apply to Canadian Securities Regulators to cease to be a "reporting issuer", will use its commercially reasonable efforts to maintain its status as a "reporting issuer" (or the equivalent thereof) not in default of the requirements of the Securities Laws of each of the Qualifying Jurisdictions to the date which is 24 months following the Closing Date;

(d) except to the extent the Corporation participates in a merger or business combination transaction which the Corporation's board of directors determines is in the best interest of the Corporation and following which the Corporation is not listed on the TSX, the Corporation will use its commercially reasonable efforts to maintain the listing of the Common Shares on the TSX or such other recognized stock exchange or quotation system as the Agents may approve, acting reasonably, to the date that is 24 months following the Closing Date so long as the Corporation meets the minimum listing requirements of the TSX or such other exchange or quotation system;

(e) during the distribution of the Offered Units, the Corporation will consult with the Agents and promptly provide to the Agents drafts of any press releases of the Corporation for review by the Agents and the Agents' counsel prior to issuance, provided that any such review will be completed in a timely manner; and

(f) will use the net proceeds of the Offering contemplated herein in the manner and subject to the qualifications described in the Prospectus under the heading "Use of Proceeds".

8. Representations and Warranties of the Corporation. The Corporation represents and warrants to the Agents that each of the following representations and warranties is true and correct on the date of this Agreement:

(a) Incorporation and Organization: Each of the Corporation and each Subsidiary has been incorporated or formed, as the case may be, is organized and is a valid and subsisting corporation or partnership, as the case may be, under the laws of its jurisdiction of existence and has all requisite corporate power and capacity to carry on its business as now conducted or proposed to be conducted and to own or lease and operate the property and assets thereof.

(b) Extra-provincial Registration: Each of the Corporation and each Subsidiary is licensed, registered or qualified as an extra-provincial, foreign corporation or an extra-provincial partnership, as the case may be, in all jurisdictions where the character of the property or assets thereof owned or leased or the nature of the activities conducted by it make such licensing, registration or qualification necessary and is carrying on the business thereof in material compliance with all applicable laws, rules and regulations of each such jurisdiction.

(c) Authorized Capital: The Corporation is authorized to issue an unlimited number of Common Shares of which, as of the date of this Agreement, 159,101,657 Common Shares are issued and outstanding as fully paid and non-assessable shares.

(d) Subsidiaries: The Corporation does not beneficially own or exercise control or direction over 10% or more of the outstanding voting shares of any company or entity that holds any assets or conducts any operations other than the Subsidiaries and the Corporation beneficially owns, directly or indirectly, the percentage indicated on Schedule "B" hereto of the issued and outstanding shares in the capital of each Subsidiary which are free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands of any kind whatsoever, all of such shares have been duly authorized and are validly issued and are outstanding as fully paid and non-assessable shares and no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option, 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 any of each Subsidiary or any other security convertible into or exchangeable for any such shares.

(e) Listing: The Corporation has made an application to the TSX so that at the time of issue, the Unit Shares, Unit Warrant Shares and the November Offering Warrants will have been conditionally approved for listing on the TSX, subject only to the Standard Listing Conditions.

(f) Certain Securities Law Matters: The Corporation is not a reporting issuer or the equivalent thereof in any jurisdiction and is not in default of any material requirement of the Securities Laws. The Corporation is not required to file reports with the United States Securities and Exchange Commission pursuant to Section 13(a) or Section 15(d) of the U.S. Exchange Act. In relation to the Offering, distribution, sales and marketing of the Securities offered under the Prospectus, the Corporation has complied with all applicable corporate and securities laws and administrative policies including without limitation, the Securities Laws and applicable laws of foreign jurisdictions.

(g) No Shareholders Agreement: The Corporation is not party to, and does not have knowledge of, any shareholders agreement or similar agreement affecting the business, affairs or governance of the Corporation or the rights of shareholders of the Corporation (including, without limitation, the ability of such shareholders to transfer or vote their shares).

(h) Rights to Acquire Securities: No person has any agreement, option, right or privilege (whether pre-emptive, contractual or otherwise) capable of becoming an agreement for the purchase, acquisition, subscription for or issue of any of the unissued common shares or other securities of the Corporation, except as disclosed in the Final Prospectus.

(i) No Pre-emptive Rights: Other than as disclosed in the Prospectus, the issue of the Offered Units will not be subject to any pre-emptive right or other contractual right to purchase securities granted by the Corporation or to which the Corporation is subject.

(j) Prospectus: The Prospectus contains full, true and plain disclosure of all material facts in relation to the Corporation, the Corporation's business and its securities, will contain no misrepresentations, will be accurate in all material respects and will omit no fact, the omission of which will make such representations misleading or incorrect. There is no fact known to the Corporation which the Corporation has not disclosed in the Prospectus which results in a Material Adverse Effect, or so far as the Corporation can reasonably foresee, will have a Material Adverse Effect or materially adversely affect the ability of the Corporation to perform its obligations under this Agreement.

(k) No Significant Acquisition. The Corporation has not completed a 'significant acquisition' (as such term is defined in NI 51-102) requiring disclosure in the Prospectus. The Corporation is not engaged in any proposed acquisition of a business or related business that has progressed to a state where a reasonable person would be believe that the likelihood of the Corporation completing the acquisition is high, and that, if completed by the Corporation, would be a 'significant acquisition' (as such term is defined in NI 51-102).

(l) Transfer Agent: Computershare Investor Services Inc. has been appointed by the Corporation as the registrar and transfer agent for the Common Shares.

(m) Warrant Agent: The Warrant Agent at its office in Vancouver, British Columbia will, on or before the Closing Date, have been duly appointed as the warrant agent in respect of the Unit Warrants.

(n) Warrant Indenture: The Corporation has, or will have by the Closing Date, duly executed and delivered the Warrant Indenture and the Corporation will comply with all of covenants of the Corporation therein.

(o) Issue of Securities: All necessary corporate action has been taken, or will be taken before Closing, to authorize the issue and sale of, and the delivery of certificates representing, the Unit Shares and Unit Warrants and, upon fulfillment of the exercise requirements thereof (if applicable), including payment of the requisite consideration therefor, the Unit Shares and the Unit Warrant Shares will be validly issued as fully paid and non-assessable Common Shares.

(p) Consents, Approvals and Conflicts: None of the offering and sale of the Offered Units, the execution and delivery of this Agreement, the Warrant Indenture or the Prospectus, the compliance by the Corporation with the provisions of this Agreement or the consummation of the transactions contemplated herein and therein including, without limitation, the issue of

the Offered Units upon the terms and conditions as set forth herein, do or will (i) subject to compliance by the Agents with the provisions of this Agreement, require the consent, approval, authorization, order or agreement of, or registration or qualification with, any governmental agency, body or authority, court, stock exchange, securities regulatory authority or other person, except (A) such as have been, or will by the Closing Date, be obtained, or (B) such as may be required under the Securities Laws of any of the Qualifying Jurisdictions and the policies of the TSX and will be obtained by the Closing Date, or (ii) conflict with or result in any breach or violation of any of the provisions of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Corporation or each Subsidiary is a party or by which any of them or any of the properties or assets thereof is bound, or the articles or by-laws or any other constating document of the Corporation or each Subsidiary or any resolution passed by the directors (or any committee thereof) or shareholders of the Corporation or each Subsidiary, or any statute or any judgment, decree, order, rule, policy or regulation of any court, governmental authority, arbitrator, stock exchange or securities regulatory authority applicable to the Corporation or each Subsidiary or any of the properties or assets thereof which could have a Material Adverse Effect.

(q) Authority and Authorization: The Corporation has all requisite corporate power and capacity to enter into this Agreement and the Warrant Indenture and to do all acts and things and execute and deliver all documents as are required hereunder and thereunder to be done, observed, performed or executed and delivered by it in accordance with the terms hereof and thereunder and the Corporation has taken, or will have taken before Closing, all necessary corporate action to authorize the execution, and delivery of, and performance of its obligations under, this Agreement and the Warrant Indenture and to observe and perform its obligations under this Agreement, and the Warrant Indenture in accordance with the provisions thereof including, without limitation, the issue of the Offered Units upon the terms and conditions set forth herein.

(r) No Material Adverse Change: There has not been any Material Adverse Change and there has been no event or occurrence that would reasonably be expected to result in a Material Adverse Change except as disclosed in the Prospectus.

(s) Validity and Enforceability: This Agreement has been authorized, executed and delivered by the Corporation and constitutes a valid and legally binding obligation of the Corporation enforceable against the Corporation in accordance with the terms hereof and the Warrant Indenture will be authorized, executed and delivered by the Corporation on or prior to the Closing Date and will constitute a valid and legally binding obligation of the Corporation enforceable against the Corporation in accordance with the terms thereof, except in any case as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating

to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law.

(t) No Cease Trade Order: No order preventing, ceasing or suspending trading in any securities of the Corporation or prohibiting the issue and sale of securities by the Corporation is issued and outstanding and no proceedings for either of such purposes have been instituted or, to the best of the knowledge of the Corporation, are pending, contemplated or threatened.

(u) Accounting Controls: Other than as disclosed in the Prospectus, the Corporation maintains a system of internal accounting controls sufficient to provide reasonable assurance: (i) that transactions are completed in accordance with the general or a specific authorization of management or directors of the Corporation; (ii) that transactions are recorded as necessary to permit the preparation of consolidated financial statements for the Corporation in conformity with International Financial Reporting Standards and to maintain asset accountability; (iii) that access to assets of the Corporation and each Subsidiary is permitted only in accordance with the general or a specific authorization of management or directors of the Corporation; (iv) that the recorded accountability for assets of the Corporation and each Subsidiary is compared with the existing assets of the Corporation and each Subsidiary at reasonable intervals and appropriate action is taken with respect to any differences therein; and (v) regarding the prevention or timely detection of unauthorized acquisition, use or disposition of the Corporation's assets that could have a material effect on its financial statements or interim financial statements.

(v) Financial Statements: The Corporation's audited financial statements for the fiscal year ended December 31, 2016 (the "**Audited Financial Statements**") and all notes thereto, the Company's interim financial statements for the three and nine month period ended September 30, 2017 (the "**Interim Financial Statements**") and all notes thereto and TGOD's audited financial statements for the period ended November 23, 2016 and the two years ended December 31, 2015 and 2014 and all notes thereto (the "**TGOD Audited Financial Statements**", together with the Audited Financial Statements and the Interim Financial Statements, the "**Financial Statements**") included in the Prospectus (i) comply as to form in all material respects with the requirements of the applicable Securities Laws, (ii) present fairly, in all material respects, the financial position, the results of operations and cash flows and the shareholders' equity and other information purported to be shown therein at the respective dates and for the respective periods to which they apply, (iii) have been prepared in conformity with International Financial Reporting Standards, consistently applied throughout the period covered thereby, and all adjustments necessary for a fair presentation of the results for such periods have been made in all material respects, and (iv) contain and reflect adequate provision or allowance for all reasonably anticipated liabilities, expenses and losses of the Corporation, and, except

as disclosed in the Prospectus or the Financial Statements there has been no change in accounting policies or practices of the Corporation since September 30, 2017.

(w) Auditors: The Corporation's Auditors who audited the Audited Financial Statements and the TGOD Audited Financial Statements and who provided their audit reports thereon are independent public accountants as required under applicable Securities Laws and there has not, during the last two financial years, been a reportable event (within the meaning of NI 51-102) between the Corporation and any such auditor.

(x) Audit Committee: The audit committee of the Corporation is comprised and operates in accordance with the requirements of National Instrument 52-110 – *Audit Committees* of the Canadian Securities Administrators.

(y) Changes in Financial Position: Other than as disclosed in the Prospectus, since September 30, 2017 none of:

(i) the Corporation or each Subsidiary has paid or declared any dividend or incurred any material capital expenditure or made any commitment therefor;

(ii) the Corporation or each Subsidiary has incurred any obligation or liability, direct or indirect, contingent or otherwise, except in the ordinary course of business; and

(iii) the Corporation or each Subsidiary has entered into any material transaction or made a significant acquisition.

(z) Insolvency: Neither the Corporation nor any of the Subsidiaries has committed an act of bankruptcy or sought protection from the creditors thereof before any court or pursuant to any legislation, proposed a compromise or arrangement to the creditors thereof generally, taken any proceeding with respect to a compromise or arrangement, taken any proceeding to be declared bankrupt or wound up, taken any proceeding to have a receiver appointed of any of the assets thereof, had any person holding any encumbrance, lien, charge, hypothec, pledge, mortgage, title retention agreement or other security interest or receiver take possession of any of the property thereof, had an execution or distress become enforceable or levied upon any portion of the property thereof or had any petition for a receiving order in bankruptcy filed against it.

(aa) No Contemplated Changes: None of the Corporation or each Subsidiary has approved or has entered into any agreement in respect of, or has any knowledge of:

(i) the purchase of any material property or assets or any interest therein or, other than as disclosed in the Prospectus, the sale, transfer or other disposition of any material property or assets or any interest

therein currently owned, directly or indirectly, by the Corporation or each Subsidiary whether by asset sale, transfer of shares or otherwise;

(ii) the change of control (by sale or transfer of shares or sale of all or substantially all of the property and assets of the Corporation or each Subsidiary or otherwise) of the Corporation or each Subsidiary; or

(iii) a proposed or planned disposition of shares by any shareholder who owns, directly or indirectly, 10% or more of the shares of the Corporation or each Subsidiary.

(bb) Taxes and Tax Returns: Each of the Corporation and each Subsidiary has filed in a timely manner all necessary tax returns and notices that are due and has paid all applicable taxes of whatsoever nature for all tax years prior to the date hereof to the extent that such taxes have become due or have been alleged to be due and none of the Corporation or each Subsidiary is aware of any tax deficiencies or interest or penalties accrued or accruing, or alleged to be accrued or accruing, thereon where, in any of the above cases, it might reasonably be expected to have a Material Adverse Effect and there are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any tax return by any of them or the payment of any material tax, governmental charge, penalty, interest or fine against any of them. There are no material actions, suits, proceedings, investigations or claims now threatened or, to the best knowledge of the Corporation, pending against the Corporation or each Subsidiary which could reasonably be expected to result in a material liability in respect of taxes, charges or levies of any governmental authority, penalties, interest, fines, assessments or reassessments or any matters under discussion with any governmental authority relating to taxes, governmental charges, penalties, interest, fines, assessments or reassessments asserted by any such authority and the Corporation and each Subsidiary has withheld (where applicable) from each payment to each of the present and former officers, directors, employees and consultants thereof the amount of all taxes and other amounts, including, but not limited to, income tax and other deductions, required to be withheld therefrom, and has paid the same or will pay the same when due to the proper tax or other receiving authority within the time required under applicable tax legislation.

(cc) Compliance with Laws, Licenses and Permits: Each of the Corporation and each Subsidiary has conducted and is conducting the business thereof in compliance in all material respects with all applicable laws, rules, regulations, tariffs, orders and directives of each jurisdiction in which it carries on business and possesses all material approvals, consents, certificates, registrations, authorizations, permits and licenses issued by the appropriate provincial, state, municipal, federal or other regulatory agency or body necessary to carry on the business currently carried on by it, is in compliance in all material respects with the terms and conditions of all such approvals, consents, certificates, authorizations, permits and licenses and

with all laws, regulations, tariffs, rules, orders and directives material to the operations thereof, and none of the Corporation or each Subsidiary has received any notice of the modification, revocation or cancellation of, or any intention to modify, revoke or cancel or any proceeding relating to the modification, revocation or cancellation of any such approval, consent, certificate, authorization, permit or license which, singly or in the aggregate, if the subject of an unfavourable decision, order, ruling or finding, would have a Material Adverse Effect.

(dd) Agreements and Actions: Neither the Corporation nor each Subsidiary is in violation of any term of any constating document thereof in any material respect. Neither the Corporation nor each Subsidiary is in violation of any term or provision of any agreement, indenture or other instrument applicable to it which would, or could reasonably be expected to, result in any Material Adverse Effect, neither the Corporation nor each Subsidiary is in default in the payment of any material obligation owed which is now due, if any, and there is no action, suit, proceeding or investigation commenced, threatened or, to the knowledge of the Corporation after due inquiry, pending which, either in any case or in the aggregate, could reasonably be expected to result in any Material Adverse Effect or which places, or could reasonably be expected to place, in question the validity or enforceability of this Agreement or any document or instrument delivered, or to be delivered, by the Corporation pursuant hereto.

(ee) Title to Business Assets. Other than as disclosed in the Prospectus, 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 disclosed in the Prospectus and to the Agents as owned, leased, licensed, loaned, operated or used by them or over which they have rights, free and clear of 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, including but not limited to:

(i) the Hamilton Facility; and

(ii) the Québec Facility.

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, sell or otherwise exploit such Business Assets and neither the Corporation nor the Subsidiaries have any obligation to pay any commission, license fee or similar payment to any person in respect thereof, other than as disclosed in the Offering Documents 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.

(ff) Licensed Production: TGOD is an approved Licensed Producer in the medical cannabis industry under the *Controlled Drugs and Substances Act*

and the ACMPR and all operations of the Corporation and the Subsidiaries in respect of or in connection with the Business Assets have been and continue to be conducted in accordance with best industry practices and in material compliance with all Applicable Laws, including but not limited to health and safety laws and municipal zoning regulations and bylaws.

(gg) Compliance with Laws, Regulatory Approvals and Authorizations. The Corporation and the Subsidiaries have obtained and are in compliance with all Authorizations, including the ACMPR License, to permit them to conduct their Business as currently conducted. All of the Authorizations issued to date are in good standing, valid and in full force and effect and neither the Corporation nor the Subsidiaries have received any correspondence or notice from any Governmental Authority alleging or asserting material non-compliance with any Applicable Laws or Authorizations. Neither the Corporation nor the Subsidiaries have received any notice of proceedings or actions relating to the revocation, suspension, limitation or modification of any Authorizations or any notice advising of the refusal to grant any Authorization that has been applied for or is in process of being granted and has no knowledge or reason to believe that any such Governmental Authority is considering taking or would have reasonable grounds to take any such action.

(hh) Compliance with Healthcare Laws. The Corporation: (A) is and at all times has been in compliance in all material respects with all applicable statutes, rules, regulations, ordinances, orders, by-laws, decrees and guidance applicable to it under any laws relating in whole or in part to health and safety and/or the environment, any implementing regulations pursuant to any of the foregoing, and all similar or related federal, state, provincial or local healthcare statutes, regulations and directives applicable to the business of the Corporation, including but not limited to Applicable Laws concerning fee-splitting, kickbacks, corporate practice of medicine, disclosure of ownership, related party requirements, survey, certification, licensing, civil monetary penalties, self-referrals, or laws concerning the privacy and/or security of personal health information and breach notification requirements concerning personal health information (including without limitation the ACMPR) (collectively, "**Applicable Healthcare Laws**"); (B) has not received any correspondence or notice from any Governmental Authority alleging or asserting material noncompliance with any Applicable Healthcare Laws or any Authorizations required by any such Applicable Healthcare Laws; (C) has not received notice of any pending or threatened claim, suit, proceeding, charge, hearing, enforcement, audit, inspection, investigation, arbitration or other action from any Governmental Authority or third party alleging that any operation or activity of the Corporation, the Subsidiaries or any of their directors, officers and/or employees is in material violation of any Applicable Healthcare Laws or Authorizations required by any such Applicable Healthcare Laws and has no knowledge or reason to believe that any such Governmental Authority or third party is considering or would have reasonable grounds to consider any such claim, suit, proceeding, charge, hearing, enforcement, audit,

inspection, investigation, arbitration or other action: and (D) either directly has, or indirectly on its behalf has, filed, declared, obtained, maintained or submitted all reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments as required by any Applicable Healthcare Laws or Authorizations required by any such Applicable Healthcare Laws in order to keep all Authorizations in good standing, valid and in full force (except where the failure to so file, declare, obtain, maintain or submit would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the condition of the Corporation), and all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were complete and correct in all material respects on the date filed (or were corrected or supplemented by a subsequent submission).

(ii) Research and Development. All product research and development activities, including quality assurance, quality control, testing, research and analysis activities conducted by the Corporation and its Subsidiaries in connection with their business, is being conducted in accordance with Health Canada requirements and best industry practices and in compliance, in all material respects, with all industry, laboratory safety, management and training standards applicable to the Business, and all such processes, procedures and practices required in connection with such activities are in place as necessary and are being complied with, in all material respects.

(jj) Leased Premises. To the Corporation's knowledge, the Corporation or the Subsidiaries have the exclusive right to occupy and use any 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;

(kk) Property Agreements: Any and all of the agreements and other documents and instruments pursuant to which the Corporation holds interests in the lands and buildings comprising the Hamilton Facility and the Québec Facility are valid and subsisting agreements, documents or instruments in full force and effect, enforceable against the Corporation in accordance with the terms thereof; the Corporation is not in default of any of the material provisions of any such agreements, documents or instruments nor has any such default been alleged and each property is in good standing under the applicable statutes and regulations of the jurisdictions in which it is situated; all material leases, licences and claims pursuant to which the Corporation derives the interests in such property and assets are in good standing and, to the knowledge of the Corporation, there has been no material default under any such lease, licence or claim. Neither the Hamilton Facility or Québec Facility (or any interest in, or right to earn an interest in either facility) is not subject to any right of first refusal or purchase or acquisition right which is not disclosed in the Prospectus.

(ll) Operations: To the Corporation's knowledge, all operations on the Corporation's properties and facilities have been conducted in all material respects in accordance with industry-standard engineering practices and all applicable workers' compensation and health and safety and workplace laws, regulations and policies have been duly complied with.

(mm) Legislation: Other than as disclosed in the Prospectus, the Corporation is not aware of any proposed material changes to existing legislation, or proposed legislation published by a legislative body, which it reasonably anticipates will materially and adversely affect the business, affairs, operations, assets, liabilities (contingent or otherwise) of the Corporation.

(nn) No Defaults: Neither the Corporation nor each Subsidiary is in default of any material term, covenant or condition under or in respect of any judgement, order, agreement or instrument to which it is a party or to which it or any of the property or assets thereof are or may be subject, and no event has occurred and is continuing, and no circumstance exists which has not been waived, which constitutes a default in respect of any commitment, agreement, document or other instrument to which the Corporation or each Subsidiary is a party or by which it is otherwise bound entitling any other party thereto to accelerate the maturity of any material amount owing thereunder or which could reasonably be expected to have a Material Adverse Effect.

(oo) Compliance with Employment Laws: The Corporation and each Subsidiary are in compliance with all laws and regulations respecting employment and employment practices, terms and conditions of employment, pay equity and wages, except where such non-compliance would not constitute an adverse material fact concerning the Corporation or each Subsidiary or result in a Material Adverse Effect, and has not and is not engaged in any unfair labour practice, there is no labour strike, dispute, slowdown, stoppage, complaint or grievance pending or, to the best of the knowledge of the Corporation after due inquiry, threatened against the Corporation or each Subsidiary, no union representation question exists respecting the employees of the Corporation or each Subsidiary and no collective bargaining agreement is in place or currently being negotiated by the Corporation or each Subsidiary, neither the Corporation nor each Subsidiary has received any notice of any unresolved matter and there are no outstanding orders under any employment or human rights legislation in any jurisdiction in which the Corporation or each Subsidiary carries on business or has employees, other than as disclosed in the Prospectus, no employee has any agreement as to the length of notice required to terminate his or her employment with the Corporation or each Subsidiary in excess of 24 months or equivalent compensation and all benefit and pension plans of the Corporation or each Subsidiary are funded in accordance with applicable laws and no past service funding liability exist thereunder.

(pp) 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, pension, incentive or otherwise contributed to, or required to be contributed to, by the Corporation or each Subsidiary for the benefit of any current or former officer, director, employee or consultant of the Corporation has been maintained in material compliance with the terms thereof and with the requirements prescribed by any and all statutes, orders, rules, policies and regulations that are applicable to any such plan.

(qq) Accruals: All material accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, federal or provincial pension plan premiums, accrued wages, salaries and commissions and payments for any plan for any officer, director, employee or consultant of the Corporation or each Subsidiary have been accurately reflected in the books and records of the Corporation.

(rr) Work Stoppage: There has not been, and there is not currently, any labour trouble which is having a Material Adverse Effect or could reasonably be expected to have a Material Adverse Effect.

(ss) Environmental Compliance: Except as disclosed in the Prospectus:

(i) to the best of the knowledge of the Corporation, the property, assets and operations of the Corporation and each Subsidiary comply in all material respects with all applicable Environmental Laws (which term means and includes, without limitation, any and all applicable federal, provincial, municipal or local laws, statutes, regulations, treaties, orders, judgments, decrees, ordinances, official directives and all authorizations relating to the environment, occupational health and safety, or any Environmental Activity (which term means and includes, without limitation, any past or present activity, event or circumstance in respect of a Contaminant (which term means and includes, without limitation, any pollutants, dangerous substances, liquid wastes, hazardous wastes, hazardous materials, hazardous substances or contaminants or any other matter including any of the foregoing, as defined or described as such pursuant to any Environmental Law), including, without limitation, the storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation thereof, or the release, escape, leaching, dispersal or migration thereof into the natural environment, including the movement through or in the air, soil, surface water or groundwater));

(ii) to the best of the knowledge of the Corporation, the Corporation and each Subsidiary have obtained all material licences, permits, approvals, consents, certificates, registrations and other authorizations under all applicable Environmental Laws (the "**Environmental Permits**") necessary as at the date hereof for the operation of the businesses currently carried on by the Corporation

and each Subsidiary, and each Environmental Permit is valid, subsisting and in good standing and, to the best knowledge of the Corporation, neither the Corporation nor each Subsidiary is in material default or breach of any Environmental Permit and, to the best of the knowledge of the Corporation, no proceeding is pending or threatened to revoke or limit any Environmental Permit;

(iii) the Corporation and each Subsidiary do not have any knowledge of, and have not received any notice of, any material claim, judicial or administrative proceeding, pending or threatened against, or which may materially affect, either the Corporation or each Subsidiary or any of the property, assets or operations thereof, relating to, or alleging any violation of any Environmental Laws, the Corporation is not aware of any facts which could give reasonably be expected to give rise to any such claim or judicial or administrative proceeding and neither the Corporation nor each Subsidiary nor any of the property, assets or operations thereof is the subject of any investigation, evaluation, audit or review by any Governmental Authority to determine whether any violation of any Environmental Laws has occurred or is occurring or whether any remedial action is needed in connection with a release of any Contaminant into the environment, except for compliance investigations conducted in the normal course by any Governmental Authority;

(iv) the Corporation and each Subsidiary have not given or filed any notice under any federal, provincial or local law with respect to any Environmental Activity, neither the Corporation nor each Subsidiary has any material liability (whether contingent or otherwise) in connection with any Environmental Activity and, to the knowledge of the Corporation, no notice has been given under any federal, state, provincial or local law or of any material liability (whether contingent or otherwise) with respect to any Environmental Activity relating to or affecting the Corporation or each Subsidiary or the property, assets, business or operations thereof;

(v) the Corporation and each Subsidiary do not store any hazardous or toxic waste or substance on the property thereof and have not disposed of any hazardous or toxic waste, in each case in a manner contrary to any Environmental Laws, and to the best of the knowledge of the Corporation, there are no Contaminants on any of the premises at which the Corporation or each Subsidiary carries on business, in each case other than in compliance with Environmental Laws; and

(vi) to the best of the knowledge of the Corporation, the Corporation and each Subsidiary are not subject to any contingent or other material liability relating to non-compliance with Environmental Law.

(tt) Environmental Audits: There are no environmental audits, evaluations, assessments, studies or tests relating to the Corporation except for ongoing

assessments conducted by or on behalf of the Corporation in the ordinary course.

(uu) No Litigation: There are no actions, suits, proceedings, inquiries or investigations existing, pending or, to the knowledge of the Corporation after due inquiry, threatened against any of the property or assets thereof, at law or equity, or before or by any court, federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which could reasonably be expected to result in a Material Adverse Effect or materially adversely affects the ability of any of them to perform the obligations thereof hereunder and none of the Corporation or each Subsidiary is subject to any judgement, order, writ, injunction, decree, award, rule, policy or regulation of any Governmental Authority, which, either separately or in the aggregate, could reasonably be expected to result in a Material Adverse Effect or materially adversely affects the ability of the Corporation to perform its obligations under this Agreement.

(vv) Unlawful Payments: The Corporation has not nor, to the best knowledge of the Corporation, any director, officer, agent, employee or other person associated with or acting on behalf of the Corporation, has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, (iii) violated or is in violation of any provision of the *Corruption of Foreign Officials Act* (Canada) or the *Foreign Corrupt Practices Act* (United States), or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

(ww) Anti-Money Laundering and Unlawful Payments:

(i) the operations of the Corporation and each Subsidiary are and have been conducted, at all times, in material compliance with all applicable financial recordkeeping and reporting requirements of applicable anti-money laundering statutes of the jurisdictions in which the Corporation and each Subsidiary conduct business, the rules and regulations thereunder and any related or similar rules or regulations, issued, administered or enforced by any governmental agency (collectively, the "**Anti-Money Laundering Laws**"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Corporation or a Subsidiary with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Corporation, threatened;

(ii) the Corporation has not, directly or indirectly through a Subsidiary: (A) made or authorized any contribution, payment or gift of funds or property to any official, employee or agent of any governmental agency, authority or instrumentality of any jurisdiction; or (B) made any contribution to any candidate for public office, in either case where either the payment or the

purpose of such contribution, payment or gift was, is or would be prohibited under the *Canada Corruption of Foreign Public Officials Act* (Canada) or the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) or the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (United States) or the rules and regulations promulgated thereunder or under any other legislation of any relevant jurisdiction covering a similar subject matter applicable to the Corporation and its operations, and will not use any portion of the proceeds of the Offering, in contravention of such legislation; and

(iii) the Corporation or, to the best knowledge of the Corporation, any director, officer, agent, employee, affiliate or person acting on behalf of the Corporation has not been or is not currently subject to any United States sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department and the Corporation will not directly or indirectly use any proceeds of the distribution of the Offered Units or lend, contribute or otherwise make available such proceeds to the Corporation or to any affiliated entity, joint venture partner or other person or entity, to finance any investments in, or make any payments to, any country or person targeted by any of the sanctions of the United States.

(xx) Intellectual Property: The Corporation or a Subsidiary owns or possesses adequate enforceable rights to use all trademarks, copyrights and trade secrets used or proposed to be used in the conduct of the business thereof and, to the knowledge of the Corporation, after due inquiry, neither the Corporation nor each Subsidiary is infringing upon the rights of any other person with respect to any such trademarks, copyrights or trade secrets and no other person has infringed any such trademarks, copyrights or trade secrets.

(yy) Non-Arm's Length Transactions: Except as disclosed in the Prospectus and to the Agents, neither the Corporation nor each Subsidiary owes any amount to, nor has the Corporation or each Subsidiary any present loans to, or borrowed any amount from or is otherwise indebted to, any officer, director, employee or securityholder of any of them or any person not dealing at “arm's length” (as such term is defined in the *Income Tax Act* (Canada)) with any of them except for usual employee reimbursements and compensation paid or other advances of funds in the ordinary and normal course of the business of the Corporation or each Subsidiary. Except usual employee or consulting arrangements made in the ordinary and normal course of business, neither the Corporation nor each Subsidiary is a party to any contract, agreement or understanding with any officer, director, employee or securityholder of any of them or any other person not dealing at arm's length with the Corporation and each Subsidiary. Except as described in the Prospectus, no officer, director, employee or securityholder of the Corporation or each Subsidiary has any cause of action or other claim whatsoever against, or owes any amount to, the Corporation or each Subsidiary except for claims in the ordinary course of the business of the

Corporation or each Subsidiary such as for accrued vacation pay or other amounts or matters which would not be material to the Corporation.

(zz) Minute Books: The minute books of the Corporation and each Subsidiary, all of which have been or will be made available to the Agents or counsel to the Agents, are complete and accurate in all material respects, except for minutes of board meetings or resolutions of the board of directors that have not been formally approved by the board of directors or items in the minute book that are not current, but which are not material in the context of the Corporation and each Subsidiary on a consolidated basis.

(aaa) Commission: Other than the Agents, there is no person acting or purporting to act at the request or on behalf of the Corporation that is entitled to any brokerage or finder's fee in connection with the transactions contemplated by this Agreement as a result of actions taken by the Corporation.

(bbb) No Withholding of Public Information: The Corporation has not withheld from the Agents any fact or information relating to the Corporation, each Subsidiary or to the Offering that would reasonably be expected to be material to the Agents.

9. Representations and Warranties of the Agents. Each of the Agents represents, warrants and covenants, severally and not jointly and severally, to and with the Corporation that:

(a) it is a valid and subsisting corporation and in good standing under the law of the jurisdiction in which it was incorporated;

(b) it has good and sufficient right and authority to enter into this Agreement and complete the transactions contemplated under this Agreement on the terms and conditions set forth herein;

(c) it is a dealer registered under the Securities Laws; and

(d) it will sell the Offered Units in compliance with the Securities Laws.

10. Closing Deliveries. The purchase and sale of the Offered Units and, if applicable, the Additional Units shall be completed at the Closing Time at the offices of McMillan LLP in Vancouver, British Columbia, or at such other place as Canaccord, on behalf of the Agents and the Corporation may agree. At or prior to the Closing Time, the Corporation shall duly and validly deliver to Canaccord, on behalf of the Agents, one or more certificate(s) (whether in definitive form or electronic form) representing the Unit Shares and Unit Warrants, as the case may be, registered in such name or names as Canaccord may notify the Corporation in writing not less than 48 hours prior to Closing against payment by the Agents to the Corporation, at the direction of the Corporation, in lawful money of Canada by wire transfer an amount equal to the aggregate purchase price for the Offered Units as the case may be, being issued and sold hereunder less the Commission and all of the estimated out-of-pocket expenses of the Agents payable by the Corporation to the Agents in accordance with paragraph 22 hereof.

11. Closing of the Over-Allotment Option.

(a) The Over-Allotment Option Closing will take place on the Option Closing Date.

(b) At the Option Closing Time, the Corporation will deliver one or more certificate(s) (whether in definitive form or electronic form) representing the Additional Unit Shares and Additional Unit Warrants, as the case may be, registered in such name or names as Canaccord may notify the Corporation in writing not less than 48 hours prior to the Option Closing Date to Canaccord against payment of the Over-Allotment Proceeds.

(c) The Over-Allotment Option Closing shall be subject to the following conditions precedent:

(i) the Corporation shall have performed or complied in all material aspects with each covenant and obligation herein provided on its part to be performed or complied with; and

(ii) each of the representations and warranties of the Corporation herein shall be true in all material respects (or, with respect to specific representations and warranties if qualified by materiality, in all respects) as at the Option Closing Date (except for such representations and warranties which are in respect of a specific date in which case such representations and warranties shall be true and correct in all material respects (or, with respect to specific representations and warranties if qualified by materiality, in all respects) as of such date), and the Over-Allotment Officers' Certificate shall contain certification to that effect.

12. Agents' Conditions. The obligation of the Agents to complete the transactions contemplated by this Agreement at the Closing Time shall be subject to the following conditions, it being understood that the Agents 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 other of the following terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Agents any such waiver or extension must be in writing:

(a) the Agents shall have received an opinion, dated the Closing Date and subject to customary qualifications, of McMillan LLP, the Corporation's Canadian legal counsel, addressed to the Agents and their legal counsel as to all legal matters reasonably requested by the Agents relating to the Corporation and the creation, issuance and sale of the Offered Units or, instead of rendering opinions relating to the laws of the Qualifying Jurisdictions other than British Columbia, Alberta, Ontario, Quebec or elsewhere, the Corporation's solicitors may engage one or more legal counsel in the Qualifying Provinces or elsewhere to provide such local counsel opinions as may be necessary;

(b) if any of the purchasers are, or are acting for the account or benefit of, persons in the United States or U.S. Persons, the Agents shall have received an opinion, dated the Closing Date and subject to customary qualifications, of McMillan LLP, acting as United States securities counsel for the Corporation, addressed to the Agents, in form and substance satisfactory to the Agents, acting reasonably, that the offer and sale of Offered Units to, or for the account or benefit of, persons in the United States or U.S. Persons, in the manner contemplated by this Agreement (including Schedule "A" hereto), does not require registration under the U.S. Securities Act;

(c) the Agents shall have received a legal opinion dated the Closing Date from McMillan LLP or local counsel to the Corporation as to the incorporation, subsistence and authorized and issued capital of each Subsidiary;

(d) the Agents shall have received an incumbency certificate dated the Closing Date including specimen signatures of the Chief Executive Officer, the Chief Financial Officer and any other officer of the Corporation signing this Agreement or any document delivered hereunder;

(e) the Agents shall have received a certificate, dated the Closing Date, of such two senior officers of the Corporation as are acceptable to the Agents, acting reasonably, addressed to the Agents and its counsel to the effect that, to the best of their knowledge, information and belief, after due enquiry and without personal liability:

(i) the representations and warranties of the Corporation in this Agreement are true and correct in all material respects as if made at and as of the Closing Time and the Corporation has performed all covenants and agreements and satisfied all conditions on its part to be performed or satisfied in all material respects at or prior to the Closing Time;

(ii) no order, ruling or determination having the effect of suspending the sale or ceasing, suspending or restricting the trading of Common Shares in the Qualifying Jurisdictions has been issued or made by any stock exchange, securities commission or regulatory authority and is continuing in effect and, to the knowledge of the officers, no proceedings, investigations or enquiries for that purpose have been instituted or are pending;

(iii) the articles and bylaws of the Corporation delivered at Closing are full, true and correct copies, unamended, and in effect on the date thereof;

(iv) the minutes or other records of various proceedings and actions of the Corporation's Board of Directors relating to the Offering, this Agreement, Warrant Indenture and Offering Documents delivered at Closing are full, true and correct copies thereof and have not been modified or rescinded as of the date thereof; and

(v) subsequent to the respective dates as at which information is given in the Prospectus, there has not been a Material Adverse Change other than as disclosed in the Prospectus or any Supplementary Material, as the case may be.

(f) the Agents shall have received a letter dated as of the Closing Date, in form and substance satisfactory to the Agents, acting reasonably, addressed to the Agents and the directors of the Corporation from the Corporation's Auditors confirming the continued accuracy of the comfort letter to be delivered to the Agents pursuant to subparagraph 5(a)(ii) hereof with such changes as may be necessary to bring the information in such letter forward to a date not more than two Business Days prior to the Closing Date, which changes shall be acceptable to the Agents, acting reasonably;

(g) the Unit Shares, the Unit Warrant Shares and the November Offering Warrants shall have been approved for listing on the TSX, subject only to the official notices of issuance and fulfilment of the Standard Listing Conditions;

(h) the Agents and their counsel shall have been provided with information and documentation, reasonably requested relating to their due diligence inquiries and investigations and shall not have identified any material adverse changes or misrepresentations or any items materially adversely affecting the Corporation's affairs which exist as of the date hereof but which have not been disseminated to the public in accordance with applicable Securities Laws;

(i) the Agents shall have received a certificate of status or the equivalent dated within one Business Day of the Closing Date, in respect of the Corporation and its Subsidiaries;

(j) the Agents shall have received executed Lock-up Agreements (as defined herein);

(k) the Agents shall have received certificates or lists, issued under the Securities Laws of the Qualifying Jurisdictions stating or evidencing that the Corporation is a "reporting issuer" under each of the Qualifying Jurisdictions and not in default under such Securities Laws; and

(l) the Agents shall have received a certificate from the Transfer Agent as to the number of Common Shares issued and outstanding as at a date no more than two Business Days prior to the Closing Date.

13. Agents' Conditions on the Option Closing Date. The obligation of the Agents to complete the transactions contemplated by this Agreement at the Option Closing Date shall be subject to the following conditions, it being understood that the Agents 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 other of the following terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Agents any such

waiver or extension must be in writing in an officers' certificate of the Corporation (the "**Over-Allotment Officers' Certificate**") dated as of the Option Closing Date and signed by its Chief Executive Officer and Chief Financial Officer relating to the representations and warranties contained in this Agreement, certifying certain facts relating to the Corporation and its affairs and such other items considered reasonable for a transaction of this nature.

14. Restrictions on Further Issues or Sales and Alternative Transactions.

(a) Prior to or concurrent with the date of this Agreement, the Corporation will, itself enter into, and will cause each of the senior officers, including the Chief Executive Officer, Chief Financial Officer, President and Chairman of the Corporation, and directors of the Corporation and their associates and affiliates (the "**Insiders**") to enter into agreements (each, a **"Lock-up Agreement"**) whereby each Insider will agree not to, directly or indirectly, offer, issue, sell, grant, secure, pledge, or otherwise transfer, dispose of or monetize, or engage in any hedging transaction, or enter into any form of agreement or arrangement the consequence of which is to alter economic exposure to, or announce any intention to do so, in any manner whatsoever, any Common Shares or securities convertible into, exchangeable for, or otherwise exercisable to acquire Common Shares or other equity securities of the Corporation for a period of 90 days after the Closing Date, without the prior written consent of Canaccord, such consent not to be unreasonably withheld, except as applicable in the case of the Corporation, or the applicable Insider, in conjunction with: (i) the grant of stock options and other similar issuances pursuant to the stock option plan of the Corporation and other share compensation arrangements; (ii) the exercise of any stock options or warrants outstanding as of the Closing Date; (iii) obligations of the Corporation in respect of any agreements existing and in effect as of the Closing Date (iv) the issuance of securities by the Corporation in connection with non-material acquisitions in the normal course of business; or (v) in the case of a person other than the Corporation, in order to accept a bona fide take-over bid made to all securityholders of the Corporation or similar business combination transaction.

(b) In the event that Corporation announces or agrees or enters into an agreement in respect of, or completes, an Alternative Transaction within six months of the termination of this Agreement, the Company will be responsible to pay to Canaccord, on behalf of the Agents, an amount equal to 75% of the total Commission payable on the Offering issue size of $102.2 million, which amount will constitute the liquidated damages of the Agents resulting from the failure of the parties to complete the Offering contemplated in this Agreement and not a penalty.

Any fee payable to Canaccord pursuant to this subparagraph 14(b) shall be set off by any amounts paid to Canaccord for any Additional Services and paid (in cash or by certified cheque) to Canaccord on or prior to the closing or consummation of an Alternative Transaction, as applicable, except that any fee payable in respect of a take-over bid, merger, amalgamation,

arrangement or change of effective control of the Corporation shall be deposited with Canaccord's legal counsel in trust for Canaccord, on or before the date of mailing: (i) the Corporation's directors' circular, in the case of a take-over bid; or (ii) the Corporation's management proxy circular in respect of a similar transaction involving a change of effective control of the Company, and shall be released from such trust to our account on the earlier of: (x) the effective closing date of an Alternative Transaction that has been recommended for acceptance by a majority of the Corporation's board of directors; and (y) the earliest date that a party takes up that number of securities which will permit such party together with any related parties to vote a majority of the common shares of the Corporation or to otherwise elect or nominate a majority of the members of its board of directors.

15. All Terms to be Conditions. The Corporation agrees that the conditions contained in paragraph 12 will be complied with insofar as the same relate to acts to be performed or caused to be performed by the Corporation and that it will use its commercially reasonable efforts to cause all such conditions to be complied with. Any breach or failure to comply with any of the conditions set out in paragraph 12 shall entitle the Agents to terminate their obligations under this Agreement, by written notice to that effect given to the Corporation at or prior to the Closing Time. It is understood that the Agents may waive, in whole or in part, or extend the time for compliance with, any of such terms and conditions without prejudice to the rights of the Agents in respect of any such terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Agents any such waiver or extension must be in writing.

16. Termination Events. In addition to any other remedies which may be available to the Agents, each of the Agents may terminate its obligations under this Agreement by delivering written notice to that effect to the Corporation at or prior to the Closing Time, if:

(a) the Agent is not satisfied, in its sole discretion, acting, reasonably, with the results of its due diligence review and investigations;

(b) there shall occur or come into effect any material change in the business, affairs or financial condition or financial prospects of the Corporation or its Subsidiaries, on a consolidated basis, or any change in any material fact, or there should be discovered any previously undisclosed fact which, in the reasonable opinion of the Agent, has or would be expected to have a significant adverse effect on the market price or value or marketability of the Offered Units;

(c) any inquiry, action, suit, investigation or other proceeding (whether formal or informal) is commenced, announced or threatened or any order is made or issued under or pursuant to any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality including, without limitation, the TSX or any securities regulatory authority, or there is any change of law, rule or regulation, or the interpretation or administration thereof, which in the reasonable opinion of the Agent, operates to prevent, restrict or otherwise materially adversely

affect the distribution or trading of the Offered Units or any other securities of the Corporation;

(d) there should develop, occur or come into effect or existence any event, action, state, condition or any action, law or regulation, inquiry, including without limitation, terrorism, accident 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 Agent materially adversely affects, or will, or would reasonably be expected to, materially adversely affect, the financial markets or the business, operations or affairs of the Corporation or its Subsidiaries, on a consolidated basis or the marketability of the Offered Units;

(e) the state of the financial markets in Canada or the U.S. is such that in the reasonable opinion of the Agent, the Offered Units cannot be marketed profitably;

(f) the Agent determines that the Corporation is in breach of a material term, condition or covenant of this Agreement;

(g) any order shall have been made or threatened to cease, halt or suspend trading or to otherwise prohibit or restrict in any manner the distribution or trading of the Offered Units, 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 TSX;

(h) the Agent determines that any of the representations or warranties made by the Corporation in this Agreement is false in any material respect or has become false in any material respect; or

(i) the Agent and the Corporation agree in writing to terminate this Agreement.

17. Exercise of Termination Right. If this Agreement is terminated by the Agents pursuant to paragraph 16, there shall be no further liability to the Corporation on the part of the Agents or of the Corporation to the Agents, except in respect of any liability which may have arisen or may thereafter arise under paragraphs 14(b), 19, 20 and 22. The right of the Agents 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.

18. Survival of Representations and Warranties. The representations, warranties, covenants and indemnities of the Corporation and the Agents contained in this Agreement will survive the Closing.

19. Indemnity. The Corporation (including its Subsidiaries and affiliates, as the case may be) agrees to indemnify and save harmless the Agents, their respective affiliates and their respective directors, officers, employees, partners, agents, shareholders and each other party, if any, that controls each Agent or its respective subsidiaries and affiliates (collectively, the

"**Indemnified Parties**" and individually, an "**Indemnified Party**") from and against any and all losses, claims, actions, suits, proceedings, damages, liabilities or expenses of whatsoever nature or kind (excluding loss of profits), including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees and expenses of their counsel (collectively the "**Losses**") in connection with any action, suit, proceeding, investigation or claim that may be suffered by imposed upon or asserted against any Indemnified Party and which may be made or threatened against any Indemnified Party or in enforcing this indemnity (collectively, the "**Claims**"), which an Indemnified Party may incur or become subject to or otherwise involved in (in any capacity) insofar as the Claims relate to, are caused by, result from, arise out of or are based upon, directly or indirectly, the matters referred to in this Agreement, whether performed before or after the Corporation's execution of the Agreement. The Corporation agrees to waive any right the Corporation may have of first requiring an Indemnified Party to proceed against or enforce any other right, power, remedy or security or claim payment from any other person before claiming under this indemnity and further agree that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Corporation or any person asserting Claims on behalf of or in the right of the Corporation for or in connection with this Agreement, whether performed before or after the Corporation's execution of the Agreement. The Corporation will not, without the prior written consent of Canaccord, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any Claim in respect of which indemnification may be sought under this indemnity, whether or not any Indemnified Party is a party to such Claim, unless the Corporation have 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.

If a Claim is brought against an Indemnified Party or an Indemnified Party has received notice of the commencement of any investigation in respect of which indemnity may be sought, directly or indirectly against the Corporation, the Indemnified Party will give the Corporation prompt written notice of any such Claim ("**Notice of Claim**") of which the Indemnified Party has knowledge and the Corporation will shall have 14 days after receipt of a Notice of Claim to undertake, conduct and control through counsel of their own choosing at their own expense, the investigation, settlement and defence thereof on behalf of the Indemnified Party. If the Corporation undertakes, conducts or controls the settlement or defense of the Claim, the relevant Indemnified Parties will have the right to participate in the settlement or defense of the Claim. Failure by the Indemnified Party to so notify will not relieve the Corporation of its obligation of indemnification hereunder or any liability the Corporation may have to any Indemnified Party.

The Corporation will reimburse each Indemnified Party for the time spent by its personnel in connection with any Claim at their normal per diem rates. Each Indemnified Party may retain counsel to separately represent it in the defense of a Claim, which shall be at the Corporation's expense if (i) the Corporation does not promptly assume the defense of the Claim no later than 14 days after receiving actual Notice of Claim, (ii) the Corporation agrees to separate representation, or (iii) any Indemnified Party is advised by counsel that there is an actual or potential conflict in the Corporation's and the Indemnified Party's respective interests or additional defenses are available to the Indemnified Party, which makes representation by the same counsel inappropriate. The reasonable fees and expenses of such counsel as well as the reasonable costs shall be paid by the Corporation as they occur.

This indemnity shall not be available to any Indemnified Party in relation to any Losses incurred by the Corporation that are determined by a court of competent jurisdiction in a final judgement that has become non-appealable to have resulted primarily from the Indemnified Party's gross negligence, intentional fault or willful misconduct.

If for any reason the foregoing indemnification is unavailable (other than in accordance with the terms hereof) to the Indemnified Parties (or any of them) or is insufficient to hold them harmless in respect of a Claim, the Corporation will contribute to the amount paid or payable by the Indemnified Parties as a result of such Claims in such proportion as is appropriate to reflect not only the relative benefits received by the Corporation on one hand and the Indemnified Parties on the other, but also the relative fault of the Corporation and any Indemnified Party as well any other equitable considerations which may be relevant. Notwithstanding the foregoing, the Corporation will in any event contribute to the amount paid or payable by the Indemnified Parties as a result of such Claim any amount in excess of the fees actually received by any Indemnified Parties hereunder.

The Corporation hereby constitutes Canaccord as trustee for each of the other Indemnified Parties of the Corporation's covenants under this indemnity with respect to such persons and Canaccord agrees to accept such trust and to hold and enforce such covenants on behalf of such persons.

The obligations of the Corporation hereunder are in addition to any liabilities which the Corporation may otherwise have to the Agents or any other Indemnified Party.

20. Right of First Refusal. If, during the term of this Agreement or within 12 months following the Closing Date (the "**ROFR Termination Date**"), the Corporation requires additional equity or debt financing, the Corporation will offer to engage Canaccord as its lead or co-lead (as the case may be) manager, underwriter and/or private placement agent in connection with such transaction, with a similar syndicate position as for the Offering, subject to agreeing on mutually acceptable fee arrangements (an "**Offer**"). The terms and conditions relating to any such services will be outlined in a separate engagement letter, underwriting agreement or agency agreement and the fees for such services will be in addition to the fees payable under this Agreement, and will be negotiated separately and in good faith and will be consistent with fees paid to North American investment bankers for similar services.

If Canaccord does not accept the terms of an Offer, the Corporation may engage any other person as manager, underwriter and/or private placement agent, provided that the terms and conditions of any such engagement shall be no more favourable to such other person as the terms and conditions of the Offer to Canaccord. For further clarity**,** if Canaccord does not accept the terms of an Offer, the right of first refusal will be waived for that specific Offer only and the right of first refusal will continue in full effect for other transactions until the ROFR Termination Date.

21. Agents' Participation. The Agents will participate in the Offering as follows, unless otherwise agreed to between the Agents:

Canaccord	40.0%
PI Financial Corp.	25.0%

Industrial Alliance Securities Inc.	15.0%
INFOR Financial Inc.	10.0%
Echelon Wealth Partners Inc.	5.0%
Mackie Research Capital Corporation	5.0%

If any of the Agents shall not arrange for the sale of its applicable percentage of the aggregate amount of the Offered Units at a Closing for any reason whatsoever, including by reason of section 16 hereof, the other Agents shall have the right, but shall not be obligated, to arrange for the purchase of the Offered Units which would otherwise have been sold by the Agent which fails to sell.

The rights and obligations of the Agents under this Agreement, including but not limited to the entitlement to the Agents' Commission, will be several (as distinguished from joint or joint and several) rights and obligations for each Agent.

All steps or other actions which must or may be taken by the Agents in connection with this Agreement shall be taken by Canaccord, with the exception of the matters contemplated by sections 16 and 19 on the Agents' behalf, and the execution of this Agreement by the Agents shall constitute the authority of the Corporation for accepting notification of any such steps or other actions from Canaccord.

Except as otherwise specifically provided in this Agreement, the rights and obligations of the Agents will be divided in the proportions in which the Agents participate in the Offering, as indicated by the respective percentages set out in this section.

22. Expenses. The Corporation shall pay all reasonable expenses and fees in connection with the Offering contemplated by this Agreement, including, without limitation, expenses of or incidental to the issue, sale or distribution of the Offered Units and the filing of the Offering Documents and expenses of or incidental to all other matters in connection with the transaction set out in this Agreement, including, without limitation, the fees and expenses payable in connection with the distribution of the Offered Units, the fees and expenses of the Corporation's counsel and of local counsel to the Corporation, the fees and expenses of the auditors and the transfer agent for the Common Shares, the fees and expenses of the Warrant Agent, all costs incurred in connection with the preparation and printing of the Offering Documents and certificates representing the Unit Shares and Unit Warrants, the miscellaneous fees and expenses of the Agents including, but not limited to travel expenses in connection with due diligence and marketing activities and the reasonable fees and disbursements of the Agents' counsel (up to a maximum of $150,000, subject to approval of the Corporation in excess of this amount, excluding disbursements and applicable taxes), whether or not the Offering is completed. All fees and expenses incurred by the Agents or on their behalf shall be payable by the Corporation immediately upon receiving an invoice therefor from the Agents and shall be payable whether or not the Offering is completed. At the option of the Agents, such fees and expenses may be deducted from the gross proceeds of the Offering otherwise payable to the Corporation at Closing.

23. Advertisements. The Corporation acknowledges that the Agents shall have the right, at their own expense, subject to the prior consent of the Corporation, such consent not to be unreasonably withheld, to place such advertisement or advertisements relating to the sale of the Offered Units contemplated herein as the Agents may consider desirable or appropriate and as may be permitted by applicable law. The Corporation and the Agents each agree that they will not make or publish any advertisement in any media whatsoever relating to, or otherwise publicize, the transaction provided for herein so as to result in any exemption from the prospectus and registration or other similar requirements under applicable securities legislation in any of the provinces of Canada or any other jurisdiction in which the Offered Units shall be offered and sold being unavailable in respect of the sale of the Offered Units to prospective purchasers.

24. Compliance with United States Securities Laws.

(a) Each of the Agents makes the representations, warranties and covenants applicable to them in Schedule "A" hereto and agrees, on behalf of itself and its U.S. Affiliate, for the benefit of the Corporation, to comply with the U.S. selling restrictions imposed by the laws of the United States and set forth in Schedule "A" hereto, which forms part of this Agreement. Notwithstanding the foregoing provisions of this section, the Agents will not be liable to the Corporation under this section or Schedule "A" with respect to a violation by its U.S. Affiliate(s) of the provisions of this section or Schedule "A" if the U.S. Affiliate, as applicable, is not itself also in violation.

(b) The Corporation makes the representations, warranties and covenants applicable to it in Schedule "A" hereto.

25. 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:

The Green Organic Dutchman Holdings Ltd.
6205 Airport Rd. Building A – Suite 301,
Mississauga, ON M5J 2T3

email: info@tgod.ca
Attention: Robert Anderson

with a copy (for information purposes only and not constituting notice) to:

McMillan LLP
1500- 1055 West Georgia Street
Vancouver, British Columbia V6E 4N7

Fax: 604-685-7084
Attention: Desmond Balakrishnan and Barbara Collins

(b) to the Agents, to:

Canaccord Genuity Corp.
2200 – 609 Granville Street
Vancouver, British Columbia V7Y 1H2

Fax: 604-643-7733
Attention: Frank Sullivan

PI Financial Corp.
1900-666 Burrard Street
Vancouver, British Columbia V6C 3N1

Fax: 604-664-3660
Attention: Blake Corbet

Industrial Alliance Securities Inc.
900-26 Wellington Street East
Toronto, Ontario M5E1S2

Fax: 416-864-7359
Attention: John Rak

INFOR Financial Inc.
2350-200 Bay Street
Toronto, Ontario M5J 2J2

Fax: 416-981-7033
Attention: Neil Selfe

Mackie Research Capital Corporation
4500-199 Bay Street
Toronto, Ontario M5L 1G2

Fax: 416-860-7674
Attention: Jeff Reymer

With a copy (for information purposes only and not constituting notice) to:

Miller Thomson LLP
400-725 Granville Street
Vancouver, British Columbia V7Y 1G5

Fax: (604) 643-1200
Attention: Dwight Dee and Peter McArthur

and if so given, shall be deemed to have been given and received upon receipt by the addressee or a responsible officer of the addressee if delivered, or one hour after being faxed

and receipt confirmed during normal business hours or on the next business day if emailed, as the case may be. Any party may, at any time, give notice in writing to the others in the manner provided for above of any change of address, fax number or email address.

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

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

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

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

30. 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, including, without limitation, the Letter Agreement. This Agreement may be amended or modified in any respect by written instrument only signed by each of the parties hereto.

31. Severability. If one or more provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

32. Governing Law. This Agreement is governed by the law of British Columbia and the laws of Canada applicable therein, and the parties hereto irrevocably attorn and submit to the jurisdiction of the courts of British Columbia with respect to any dispute related to this Agreement.

33. No Fiduciary Duty. The Corporation hereby acknowledges that (i) the transactions contemplated hereunder are arm's-length commercial transactions between the Corporation, on the one hand, and the Agents and any affiliate through which they may be acting, on the other, (ii) the Agents are acting as agents but not as fiduciary of the Corporation and (iii) the Corporation's engagement of the Agents in connection with the Offering and the process leading up to the Offering is as agents and not in any other capacity. Furthermore, the Corporation agrees that it is solely responsible for making its own judgments in connection with the Offering (irrespective of whether the Agents have advised or are currently advising the Corporation on related or other matters). The Agents have not rendered advisory services beyond those, if any, required of an investment dealer by Securities Laws in respect of an offering of the nature contemplated by this Agreement and the Corporation agrees that it will not claim that the Agents have rendered advisory services beyond those, if any, required of an investment dealer by Securities Laws in respect of the Offering, or that the Agents owe a fiduciary or similar duty to the Corporation, in connection with such transaction or the process leading thereto.

34. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Corporation and the Agents and their respective successors and permitted assigns. This Agreement shall not be assignable by any party hereto without the prior written consent of the other party.

35. 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.

36. 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.

37. Counterparts. This Agreement may be executed in two or more counterparts and may be delivered by facsimile transmission or other means of electronic transmission, each of which will be deemed to be an original and all of which will constitute one agreement, effective as of the reference date given above.

[signature page follows]

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 Agents.

Yours very truly,

CANACCORD GENUITY CORP.

Per: "*Frank Sullivan*"
Authorized Signing Officer

PI FINANCIAL CORP.

Per: "*Blake Corbet"*
Authorized Signing Officer

INDUSTRIAL ALLIANCE SECURITIES INC.

Per: "*John Rak*"
Authorized Signing Officer

INFOR FINANCIAL INC.

Per: "*Neil Selfe*"
Authorized Signing Officer

ECHELON WEALTH PARTNERS INC.

Per: "*David G. Anderson*"
Authorized Signing Officer

MACKIE RESEARCH CAPITAL CORPORATION

Per: "*Jeff Reymer*"
Authorized Signing Officer

The foregoing is hereby accepted on the terms and conditions therein set forth.

DATED as of March 29, 2018.

THE GREEN ORGANIC DUTCHMAN HOLDINGS LTD.

Per: "*Robert Anderson*"
Authorized Signing Officer

SCHEDULE "A"

As used in this Schedule A, capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Agency Agreement to which this Schedule A is annexed and the following terms shall have the meanings indicated:

1. DEFINITIONS

For the purposes of this Schedule A, the following terms will have the meanings indicated:

(a) "**Accredited Investor**" means an "accredited investor" that satisfies one or more of the criteria set forth in Rule 501(a) of Regulation D;

(b) "**affiliate**" means "affiliate" as defined in Rule 405 under the U.S. Securities Act;

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

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

(e) "**General Solicitation**" and "**General Advertising**" means "general solicitation" and "general advertising," as those terms are used in Rule 502(c) of Regulation D including, but not limited to, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or on the Internet, any broadcast over radio, television or the Internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;

(f) "**Regulation D**" means Regulation D promulgated by the U.S. Securities and Exchange Commission under the U.S. Securities Act;

(g) "**Regulation S**" means Regulation S promulgated by the U.S. Securities and Exchange Commission under the U.S. Securities Act;

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

(i) "**U.S. Affiliate**" means the United States registered broker-dealer affiliate of the Agents;

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

(k) "**U.S. Placement Memorandum**" means the final U.S. private placement memorandum and subscription agreement describing the offering of the Securities to, or for the account or benefit of, persons in the United States or U.S. Persons pursuant to Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act, in a form reasonably satisfactory to the Agent and the U.S. Affiliate(s), to which will be attached the Final Prospectus; and

(l) "**U.S. Preliminary Placement Memorandum**" means the preliminary U.S. private placement memorandum and subscription agreement describing the offering of the Securities to, or for the account or benefit of, persons in the United

States or U.S. Persons pursuant to Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act, in a form reasonably satisfactory to the Agent and the U.S. Affiliate(s), to which will be attached the Preliminary Prospectus or the Amended and Restated Preliminary Prospectus, as applicable.

2. MATTERS RELATING TO THE CORPORATION

The Corporation represents, warrants and covenants, to and with the Agents, that:

(a) the Corporation is, and as of each date of the issuance of the Securities will be, a Foreign Issuer and reasonably believes there is, and as of the date of each issuance of the Securities there will be, no Substantial U.S. Market Interest with respect to any class of the Corporation's equity securities;

(b) none of the Corporation, its affiliates or any person acting on its or their behalf (other than the Agents, the U.S. Affiliate(s), or any Selling Firm, as to whom the Corporation makes no representation, warranty or covenant), has engaged or will engage in any Directed Selling Efforts with respect to the Securities or has made or will make any offer to sell, solicitation of an offer to buy or sale of the Securities to, or for the benefit or account of, a person in the United States or a U.S. Person except through the Agents in the manner provided for in Section 3 of this Schedule A;

(c) the Corporation is not, and will not be as a result of the sale of the Securities, registered or required to register as an "investment company" pursuant to the provisions of the United States Investment Company Act of 1940, as amended;

(d) none of the Corporation, its affiliates or any person acting on its or their behalf (other than the Agents, the U.S. Affiliate(s), or any Selling Firm, as to whom the Corporation makes no representation, warranty or covenant) has engaged or will engage in:

  (i) any form of General Solicitation or General Advertising or any conduct involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act in connection with any offer or sale of the Securities to, or for the account or benefit of, persons in the United States or U.S. Persons, or

  (ii) any conduct in violation of Regulation M under the U.S. Exchange Act in connection with any offer or sale of the Securities;

(e) none of the Corporation, its affiliates or any person acting on its or their behalf (other than the Agents, the U.S. Affiliate(s), or any Selling Firm, as to whom the Corporation makes no representation, warranty or covenant), has taken or will take any action that would cause either the exemption from registration under Rule 506(b) of Regulation D or Section 4(a)(2) of the U.S. Securities Act for the offer and sale of the Securities to, or for the account or benefit of, persons in the United States or U.S. Persons or the exclusion from registration under Rule 903 of Regulation S for the offer and sale of the Securities to, or for the account or benefit of, persons outside the United States that are not U.S. Persons to be unavailable;

(f) none of the Corporation or any of its predecessors or affiliates has been subject to any order, judgment or decree of any court of competent jurisdiction temporarily, preliminarily or permanently enjoining that person for failure to comply with Rule 503 of Regulation D;

(g) the Corporation has not for a period beginning six months prior to the commencement of the offering of the Securities sold, offered for sale or solicited any offer to buy any of its securities and the Corporation will not for a period ending six months following the last Closing sell, offer for sale or solicit any offer to buy any of its securities, in a manner that would be integrated with the offer and sale of the Securities and would cause the exemption from registration set forth in Rule 506(b) of Regulation D to become unavailable with respect to the offer and sale of such securities to, or for the benefit or account of, persons in the United States or U.S. Persons;

(h) if the Corporation or a purchaser in the United States determines that the Corporation is a "passive foreign investment company" within the meaning of Section 1297(a) of the United States Internal Revenue Code of 1986, as amended, during any calendar year following the purchase of the Securities by such purchaser, the Corporation shall provide to such purchaser, upon written request, all information that would be reasonably required for income tax reporting purposes to permit a United States securityholder to make the election to treat the Corporation as a "qualified electing fund" for the purposes of such Code;

(i) the Corporation will, within prescribed time periods, prepare and file any forms or notices required to be filed under the U.S. Securities Act or any applicable securities laws of any state of the United States in connection with the offer and sale of the Securities to, or for the benefit or account of, persons in the United States or U.S. Persons pursuant to this Schedule A;

(j) none of the Corporation nor any of its predecessors or affiliates has had the registration of a class of securities under the U.S. Exchange Act revoked by the United States Securities and Exchange Commission pursuant to Section 12(j) of the U.S. Exchange Act and any rules or regulations promulgated thereunder;

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

under Rule 506(e) under Regulation D, and has furnished to each Agent and its U.S. Affiliate(s) a copy of any disclosures provided thereunder; and

(l) the Corporation is not obligated to register any class of securities under the U.S. Exchange Act with the United States Securities and Exchange Commission.

3. MATTERS RELATING TO THE AGENTS

Each Agent acknowledges that the Securities have not been and will not be registered under the U.S. Securities Act or any applicable securities laws of any state of the United States, and the Securities may only be offered in transactions exempt from, or not subject to, the registration requirements of the U.S. Securities Act and any applicable securities laws of any state of the United States. Accordingly, each Agent on behalf of itself and its affiliates, including its U.S. Affiliate, severally and not jointly and severally, represents, warrants and covenants, to and with the Corporation, that:

(a) except as provided in this Schedule A in relation to the offer of Securities to, or for the account or benefit of, persons in the United States or U.S. Persons, it and its affiliates, including the U.S. Affiliate, or any person acting on their behalf has not offered and will not offer any Securities as part of its distribution at any time, except (i) outside of the United States to non-U.S. Persons and to person not acting for the account or benefit of U.S. Persons or person in the United States in "offshore transactions," as such term is defined in Regulation S, in accordance with Rule 903 of Regulation S and (ii) in the United States and to, or for the account or benefit of U.S. Persons as permitted by subparagraphs (b) through (m) below. Accordingly, neither the Agent, its affiliates, including its U.S. Affiliate, nor any person acting on their behalf:

(i) has made or will make any offer to sell or any solicitation of an offer to buy, any Securities to, or for the account or benefit of, any person in the United States or a U.S. Person;

(ii) has made or will make any sale of Securities to any purchaser unless, at the time the buy order was or will have been originated, the purchaser was outside the United States, not a U.S. Person and not purchasing for the account or benefit of a person in the United States or a U.S. Person, or the Agent, the Agent's affiliate, including the U.S. Affiliate, or person acting on its or their behalf reasonably believed that such purchaser was outside the United States, not a U.S. Person and not purchasing for the account or benefit of a person in the United States or U.S. Person; or

(iii) has engaged or will engage in any Directed Selling Efforts with respect to the Securities;

(b) neither the Agent, its affiliates, including its U.S. Affiliate, or any person acting on its or their behalf has engaged or will engage in:

(i) any form of General Solicitation or General Advertising or any conduct involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act in connection with its offers of the Securities to, or for the account of or benefit of, persons in the United States or U.S. Persons;

(ii) any conduct in violation of Regulation M under the U.S. Exchange Act in connection with its offers of the Securities; or

(iii) any action that would cause the exemption from registration afforded by Rule 506(b) of Regulation D or Section 4(a)(2) of the U.S. Securities Act to be unavailable for offers and sales of the Securities to, or for the account or benefit of, persons in the United States or U.S. Persons or the exclusion from registration afforded by Regulation S to be unavailable for offers and sales of the Securities to, or the account or benefit of, persons outside the United States that are not U.S. Persons;

(c) all offers of the Securities to, or for the account or benefit of, persons in the United States or U.S. Persons have been or will be effected through its U.S. Affiliate, which on the dates of all such offers and subsequent sales by the Corporation was and will be duly registered as a broker-dealer under the U.S. Exchange Act and under all applicable securities and broker-dealer laws of any state of the United States (except where 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., in accordance with all applicable United States federal and state securities laws (including applicable broker-dealer laws);

(d) it agrees to deliver, through its U.S. Affiliate (as applicable):

(i) a copy of the U.S. Preliminary Placement Memorandum or the U.S. Placement Memorandum (if then available) to each person in the United States, each U.S. Person or each person acting for the account or benefit of a U.S. Person or person in the United States to whom it offers to sell or from whom it solicits any offer to buy the Securities; and

(ii) prior to the time of sale by the Corporation, a copy of the U.S. Placement Memorandum to each person in the United States, each U.S. Person or each person acting for the account or benefit of a U.S. Person or person in the United States purchasing Securities from the Corporation;

(e) any offer or solicitation of an offer to buy Securities that has been made or will be made to, or for the account or benefit of, a person in the United States or a U.S. Person was or will be made only by the Agent through its U.S. Affiliate for sale by the Corporation in compliance with Rule 506(b) of Regulation D, to a person it reasonably believes and does believe to be an Accredited Investor with whom the Agent or its U.S. Affiliate has a pre-existing business relationship who is acquiring the Securities for its own account or for the account or benefit of an Accredited Investor with respect to which it exercises sole investment discretion, and in transactions that are exempt from registration under and in compliance with any applicable securities laws of any state of the United States;

(f) all purchasers of the Securities who are buying such Securities pursuant to Rule 506(b) of Regulation D shall be informed that such Securities have not been and will not be registered under the U.S. Securities Act or any applicable securities laws of any state of the United States 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 506(b) of Regulation D and Section

4(a)(2) of the U.S. Securities Act and similar exemptions under any applicable securities laws of any state of the United States;

(g) immediately prior to soliciting offerees in the United States, that are U.S. Persons or that are acting for the account or benefit of U.S. Persons or persons in the United States, and at the time of sale by the Corporation to any such persons, the Agent, its U.S. Affiliate and any person acting on its or their behalf will have reasonable grounds to believe and will believe that each such offeree was and is an Accredited Investor;

(h) prior to completion of any sale of Securities in the United States or to, or for the account or benefit of, a U.S. person or person in the United States, the Agent will cause each purchaser in the United States, each purchaser offered such Securities in the United States, each purchaser that is a U.S. Person and each purchaser that is purchasing for the account or benefit of a U.S. Person or a person in the United States to complete and deliver a U.S. subscription agreement for Accredited Investors in the form attached to the U.S. Placement Memorandum;

(i) prior to the Closing Date, the Agent will provide the Corporation with a list of all purchasers of the Securities in the United States, all purchasers who were offered such Securities in the United States, all purchasers that are a U.S. Person and all purchasers purchasing for the account or benefit of U.S. Persons or persons in the United States and the registration instructions for each such purchaser (it being understood that such Securities sold to such purchaser will be individually certificated);

(j) at the Closing, the Agent, together with its U.S. Affiliate, offering Securities in the United States or to, or for the account or benefit of, U.S. Persons or persons in the United States, will provide a certificate, substantially in the form of Exhibit 1 to this Schedule A relating to the manner of the offer of such Securities in the United States and to, or for the account or benefit of, U.S. Persons or persons in the United States or it will be deemed to have represented and warranted to the Corporation that it did not offer such Securities in the United States or to, or for the account or benefit of, U.S. Persons or persons in the United States;

(k) the Agent has not and will not enter into any other contractual arrangement for the offer and sale to, or for the account or benefit of, persons in the United States or U.S. Persons of the Securities except with its U.S. Affiliate, any Selling Firms or with the prior written consent of the Corporation;

(l) it shall require its U.S. Affiliate and each Selling Firm to agree in writing, for the benefit of the Corporation, to comply with, and shall use commercially reasonable efforts to ensure that its U.S. Affiliate and each Selling Firm complies with, the provisions of this Schedule A as if such provisions applied to such party;

(m) all offers and sales of Securities comprising the Over-allotment Option shall be made outside the United States to non-U.S. Persons and persons not acting for the account or benefit of U.S. Persons or persons in the United States; and

(n) as of the Closing Date, with respect to the Regulation D Securities, none of it, its U.S. Affiliate, or any of its or its U.S. Affiliate's directors, executive officers, general partners, managing members or other officers participating in the offering

of Regulation D Securities, the Agent's or its U.S. Affiliate's general partners' or managing members' directors, executive officers or other officers participating in the offering of the Regulation D Securities, or any other person associated with any of the above persons that has been or will be paid, directly or indirectly, remuneration for solicitation of purchasers of Regulation D Securities pursuant to Rule 506(b) of Regulation D (each, a "**Dealer Covered Person**" and, together, "**Dealer Covered Persons**"), is subject to any Disqualification Event (as defined above in Section 2(k) to this Schedule A) except for a Disqualification Event (i) covered by Rule 506(d)(2)(i) of Regulation D and (ii) a description of which has been furnished in writing to the Corporation prior to the date hereof or, in the case of a Disqualification Event occurring after the date hereof, prior to the Closing Date. As of the Closing Date, the Agent represents that it is not aware of any person (other than any Dealer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of any Regulation D Securities.

4. GENERAL

The representations and warranties set forth in this Schedule A are made as of the date of this Agreement and as of the Closing Date.

EXHIBIT 1 TO SCHEDULE A

AGENT'S CERTIFICATE

In connection with the private placement to, or for the account or benefit of, persons in the United States or U.S. Persons of the securities of The Green Organic Dutchman Holdings Ltd. (the "**Corporation**") pursuant to the agency agreement dated March 29, 2018 between the Corporation and the Agents named therein (the "**Agency Agreement**"), the undersigned do hereby certify in connection with the offer of such securities by them as follows:

1. the Securities have been offered in the United States only by the U.S. Affiliate, which is and was at the time of all offers of such securities duly registered as a broker-dealer under Section 15(b) of the U.S. Exchange Act, duly registered as a broker-dealer under the laws of each state of the United States where it made any offers of such Securities (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. All offers of Securities to, or for the account or benefit of persons in the United States or U.S. Persons have been and will be effected by the U.S. Affiliate in accordance with all U.S. federal and state broker-dealer requirements;

2. each offeree of Securities in the United States, who is a U.S. Person or who is acting for the account or benefit of a U.S. Person or person in the United States was provided with a copy of the U.S. Preliminary Placement Memorandum or (if then available) a copy of the U.S. Placement Memorandum, and each purchaser of Securities in the United States, who is a U.S. Person or who purchased for the account or benefit of a U.S. Person or person in the United States was provided with a copy of the U.S. Placement Memorandum prior to its purchase of such securities from the Corporation, and no other written material has been used by us in connection with the offering of such Securities to, or for that account or benefit of, a person in the United States or a U.S. Person;

3. immediately prior to our transmitting such U.S. Preliminary Placement Memorandum and/or U.S. Placement Memorandum to offerees in the United States, that were U.S. Persons or that were acting for the account or benefit of U.S. Persons and persons in the United States, we had reasonable grounds to believe and did believe that each offeree was, and we continue to believe that each such offeree in the United States, that is a U.S. Person or that is purchasing for the account or benefit of a U.S. Person or a person in the United States purchasing such Securities from the Corporation is an Accredited Investor;

4. no form of General Solicitation or General Advertising was used by us in connection with the offer of the Securities to, or for the account or benefit of, persons in the United States or U.S. Persons nor have we solicited offers for or offered to sell the Securities by any means involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act;

5. we have caused (i) each purchaser of Securities in the United States or that is a U.S. Person, (ii) each purchaser of Securities offered such Securities in the United States, and (iii) each purchaser purchasing for the account or benefit of a U.S. Person or person in the United States, to complete, sign and deliver, prior to any sale by the Corporation of such Securities, a U.S. subscription agreement in the form attached to the U.S. Placement Memorandum;

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

7. the offer of the Securities has been conducted by us in accordance with the terms of the Agency Agreement, including Schedule A thereto.

DATED this _____ day of _____, 2018.

● ●

By: _____ By: _____

Name:
Title

Name:
Title

SCHEDULE "B"

SUBSIDIARIES

Name	Jurisdiction of Formation	Beneficial Equity/ Voting Ownership
The Green Organic Dutchman Ltd.	Canada	100%
The Green Organic Hemp Ltd.	Canada	100%
Medican Organic Inc.	Québec	100%
9371-8633 Québec Inc.	Québec	49.99%