UNDERWRITING AGREEMENT

October 4, 2018

The Green Organic Dutchman Holdings Ltd.
6205 Airport Rd., Building A – Suite 301,
Mississauga, Ontario L4V 1E3

Attention: Brian Athaide, Chief Executive Officer

Dear Sirs:

The undersigned, Canaccord Genuity Corp. (the "**Lead Underwriter**"), PI Financial Corp. and Laurentian Bank Securities Inc. (collectively with the Lead Underwriter, the "**Underwriters**") understand that The Green Organic Dutchman Holdings Ltd. (the "**Corporation**") proposes to issue and sell to the Underwriters, or to substituted purchasers (the "**Substituted Purchasers**") who agree to make such purchases in place of the Underwriters, where such Substituted Purchasers are resident in the Qualifying Jurisdictions, 10,950,000 units of the Corporation (the "**Base Units** "), subject to the terms and conditions set out below at a purchase price of $6.85 per Base Unit (the "**Offering Price**"). Each Unit (as defined herein) shall be comprised of one Common Share (as defined herein) (each a "**Unit Share**") and one transferable Common Share purchase warrant (a "**Warrant**"). Each Warrant shall entitle the holder thereof to acquire one Common Share (a "**Warrant Share**") at an exercise price of $9.00 per Warrant Share for a period of 30 months following the Closing Date (as defined herein). The Warrants shall be subject to the terms of the Warrant Indenture (as hereinafter defined). The description of the 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 Warrants in this Agreement and the terms of the Warrants set forth in the Warrant Indenture, the provisions of the Warrant Indenture will govern.

Upon and subject to the terms and conditions set forth herein, the Underwriters severally, in respect of the percentages set forth in Section 20 of this Agreement, and not jointly, nor jointly and severally, agree to act as underwriters and purchase from the Corporation, or arrange for Substituted Purchasers to purchase from the Corporation, and by its acceptance hereof, the Corporation agrees to sell to the Underwriters or such Substituted Purchasers the Base Units on the Closing Date (as hereinafter defined) at the Offering Price for an aggregate purchase price of $75,007,500.

The Corporation also hereby grants the Underwriters an option (the "**Over-Allotment Option**") for the purposes of covering the Underwriters' "over-allocation position" (as that term is defined in NI 41-101 (as hereinafter defined)), which may be exercised in whole or in part at the Underwriters' sole discretion, to acquire up to an additional 1,642,500 Units of the Corporation (the "**Additional Units**") at the Offering Price for additional gross proceeds of up to $11,251,125 for a period of 30 days after and including the Closing Date. The Over-Allotment Option in respect of the Additional Units may be exercised by the Underwriters: (i) to acquire Additional Units at the Offering Price; or (ii) to acquire additional Unit Shares (the "**Additional Shares**") at a price of $6.11 per Additional Share; or (iii) to acquire additional Warrants (the "**Additional Warrants**" collectively with the Additional Units and Additional Shares, the "**Additional Securities**") at a price of $0.74 per Additional Warrant; or (iv) to acquire any combination of

Additional Units, Additional Shares and Additional Warrants, so long as the aggregate number of Additional Shares and Additional Warrants that may be issued under such Over-Allotment Option does not exceed 1,642,500 Additional Shares and 1,642,500 Additional Warrants. Each Additional Warrant shall have the same terms as the Warrants and will be issued pursuant to the Warrant Indenture. If the Lead Underwriter, on behalf of the Underwriters, elects to exercise such Over-Allotment Option, the Lead Underwriter shall notify the Corporation in writing not later than 30 days from the Closing Date (the "**Written Notice of Exercise**"), which notice shall specify (i) the aggregate number of Additional Securities to be purchased by the Underwriters or such Substituted Purchasers and; (ii) the date (the "**Option Closing Date**") on which the Additional Securities are to be purchased, provided that such closing date may be the same as the Closing Date but not earlier than the later of (i) the Closing Date, and (ii) five Business Days (as hereinafter defined) after the date of the Written Notice of Exercise, and in any event not later than the 30th day following the Closing Date. The Additional Securities may be purchased for the purpose of covering over-allotments made in connection with the Offering (as defined herein) and for market stabilization purposes, if any. If any Additional Securities are purchased, each Underwriter agrees, severally and not jointly, nor jointly and severally, to purchase or arrange for Substituted Purchasers to purchase the percentage of such Additional Securities (subject to such adjustments to eliminate fractional Common Shares as the Lead Underwriter may determine) equal to the percentage set out opposite the name of such Underwriter in Section 20 of this Agreement.

The Base Units and the Additional Units are collectively referred to herein as the "**Units**" and the offering of the Units by the Corporation is hereinafter referred to as the "**Offering**". Unless the context requires otherwise, references herein to the "**Unit Shares**", "**Warrants**" and "**Warrant Shares**" shall assume the exercise of the Over-Allotment Option and include all Additional Securities issuable thereunder. The price of any Units sold under this Agreement shall be the Offering Price. 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). The Underwriters and the Corporation acknowledge that the schedules hereto form part of this Agreement.

The Underwriters understand that the Corporation has prepared and, concurrently with or immediately after the execution hereof, will file a preliminary short form prospectus and all necessary documents relating thereto and will take all additional steps to qualify the Units (as hereinafter defined) for distribution in all of the provinces of Canada, other than Quebec (collectively, the "**Qualifying Jurisdictions**") and to be used in connection with the offer and sale of the Units on a private placement basis to, or for the account or benefit of, persons in the United States and U.S. Persons (as hereinafter defined) in accordance with the terms of this Agreement, Schedule "A" hereto and the U.S. Memorandum (and exhibits thereto).

The Underwriters may offer the Units at a price less than the Offering Price as described in further detail in Section 20 below, in compliance with Canadian Securities Laws and, specifically, the requirements of NI 44-101 (as defined herein) and the disclosure concerning the same contained in the Prospectus (as defined herein).

The parties hereto each acknowledge and agree that the Underwriters may offer and sell the Units to or through any affiliate of an Underwriter and that any such affiliate may offer and sell the Units purchased by it to or through any Underwriter. Further, the Underwriters may through each of their respective U.S. Affiliates offer and resell the Units within the United States to

Qualified Institutional Buyers in accordance with Rule 144A, all in accordance with this Agreement, any U.S. Memorandum (and exhibits thereto), and Schedule "A" hereto (which forms a part of this Underwriting Agreement), provided that no such action on the part of the Underwriters or their respective U.S. Affiliates shall in any way obligate the Corporation to register any Units under the U.S. Securities Act or the securities laws of any state of the United States.

To the extent that Substituted Purchasers purchase the Units at the Closing Time (as hereinafter defined), the obligations of the Underwriters to do so will be reduced by the number of Units purchased from the Corporation by such Substituted Purchasers. Any reference in this Agreement to "the purchasers" shall be taken to be a reference to the Underwriters, as the initial committed purchasers, and to the Substituted Purchasers, if any.

The Underwriters, through their U.S. Affiliates, shall have the exclusive right to offer for sale the Units to, or for the account or benefit or, persons in the United States and U.S. Persons pursuant to exemptions from the registration requirements under the U.S. Securities Act (as hereinafter defined) in accordance with the terms hereof, including this Agreement, the U.S. Memorandum (and exhibits thereto) and Schedule "A" hereto.

The Underwriters shall be entitled to appoint a selling group consisting of other registered investment dealers and brokers (the "**Selling Group**") in accordance with applicable Securities Laws for the purposes of arranging for purchasers of the Units. Any investment dealer or broker who is a member of any Selling Group formed by the Underwriters pursuant to the provisions of this Agreement or with whom any Underwriter has a contractual relationship with respect to the Offering, if any, shall agree with such Underwriter to comply with the covenants and obligations given by the Underwriters herein. The fee payable to any such investment dealer who is a member of any Selling Group shall be for the account of the Underwriters.

In consideration of the Underwriters' services to be rendered in connection with the Offering, including the agreement of the Underwriters to purchase the Base Units and, if applicable, the Additional Units, Additional Shares and/or Additional Warrants, as the case may be, and to offer them to the public pursuant to the Prospectus, the Corporation shall pay to the Underwriters at 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 Base Units and Additional Securities sold hereunder.

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 this Agreement, the following terms shall have the following meanings:

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

“**ACMPR Licences**” has the meaning ascribed thereto in subsection 7(sss) of this Agreement;

“**Anti-Terrorism Laws**” has the meaning ascribed thereto in subsection 7(yyy) of this Agreement;

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

“**Business Day**” means a day which is not a Saturday, Sunday or statutory or civic holiday in the City of Vancouver or the City of Toronto;

“**Canadian Securities Laws**” means, collectively, all applicable securities laws of each of the Qualifying Jurisdictions and the respective rules and regulations under such laws together with applicable published policy statements, blanket orders, instruments and notices of the Securities Commissions and all discretionary orders or rulings, if any, of the Securities Commissions made in connection with the transactions contemplated by this Agreement;

“**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 17 of this Agreement;

“**Closing**” means the completion of the issue and sale by the Corporation and the purchase by the Underwriters or Substituted Purchasers on the Closing Date of the Units as contemplated by this Agreement;

“**Closing Date**” means October 17, 2018 or such other date as the Corporation and the Lead Underwriter, on behalf of the Underwriters, may agree, but in any event, no later than 42 days after the date of the receipt for the Final Prospectus;

“**Closing Time**” means 5:00 a.m. (Vancouver time) on the Closing Date or such other time on the Closing Date as the Corporation and the Lead Underwriter, on behalf of the Underwriters, 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 the auditors of the Corporation, KPMG LLP;

“**Corporation’s Former Auditors**” means the former auditors of the Corporation, Deloitte LLP.

“**Disclosure Documents**” means all information regarding the Corporation that has been filed on SEDAR since January 3, 2017, including all financial statements, annual information forms, press releases, material change reports, prospectuses and information circulars;

“**Documents Incorporated by Reference**” means all financial statements, management information circulars, annual information forms, material change reports, marketing materials or other documents issued or filed by the Corporation, whether before or after the date of this Agreement, that are required to be incorporated by reference into the Prospectus;

“**Eligible Issuer**” means an issuer which meets the criteria and has complied with the requirements of NI 44-101 so as to allow it to offer its securities using a short form prospectus;

“**Executive Order**” has the meaning ascribed thereto in subsection in subsection 7(yyy) of this Agreement;

“**Final Prospectus**” means the (final) short form prospectus including all of the Documents Incorporated by Reference, to be prepared by the Corporation and relating to the distribution of the Base Units and the Additional Units, if any, and for which a receipt has been 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 included in the Documents Incorporated by Reference, including the notes to such statements and the related auditors’ report on such statements, if any, prepared in accordance with international financial statement reporting standards as in force at the applicable time;

“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 of the foregoing, and any stock exchange or self-regulatory authority and, for greater certainty, includes the Securities Regulators and Health Canada;

“**IFRS**” means International Financial Reporting Standards as issued by the International Accounting Standards Board, or any successor entity, applicable as at the date on which such principles are applied;

“**Indemnified Party**” has the meaning ascribed thereto in Section 17 of this Agreement;

“**Lead Underwriter**” means Canaccord Genuity Corp.;

“**Leased Premises**” means each premises which the Corporation or any Subsidiary occupies as tenant;

“**Letter Agreement**” means the letter agreement dated September 30, 2018 between the Lead Underwriter and the Corporation relating to the Offering;

"**Marketing Documents**" means, collectively, all (i) Standard Term Sheets; and (ii) Marketing Materials (including any template version, revised template version or limited use version thereof) provided to a potential investor in connection with the Offering;

"**Marketing Materials**" has the meaning ascribed to "marketing materials" in NI 41-101;

“**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;

"**Named Executive Officers**" means, in respect of the Corporation, its Chief Executive Officer, Chief Financial Officer and each of the three most highly compensated executive officers, other than the Chief Executive Officer and Chief Financial Officer, who were serving as executive officers at the end of the most recently completed financial year and whose total salary and bonus exceeds $150,000 as well as any additional individuals who would qualify as a Named Executive Officer, except that the individual was not serving as an executive officer of the Corporation at the end of the most recently completed financial year end;

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

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

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

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

"**OFAC**" has the meaning ascribed thereto in subsection in subsection 7(yyy) of this Agreement;

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

"**Offering Documents**" has the meaning ascribed thereto in subsection 5(a)(iii);

"**Option Closing Date**" has the meaning ascribed thereto on the face page of this Agreement;

"**Option Closing Time**" means 5:00 a.m. (Vancouver time) on the Option Closing Date or such other time on the Option Closing Date as the Corporation and the Lead Underwriter may agree;

"**Owned Real Property**" means the owned real property that is material to the Corporation and its Subsidiaries, taken as a whole, and which the Corporation or any of its Subsidiaries, as applicable, are the registered owners of;

"**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 short form preliminary prospectus to be dated on or about October 4, 2018 prepared by the Corporation relating to the distribution of the Units in the Qualifying Jurisdictions, including all of the Documents Incorporated by Reference;

“**Prospectus**” means, collectively, the Preliminary Prospectus and the Final Prospectus and any amendments thereto;

“**Qualifying Jurisdictions**” means, collectively, all of the provinces of Canada, other than Quebec;

“QIB” or **“Qualified Institutional Buyer”** means “Qualified Institutional Buyer” as such term is defined in Rule 144A**;**

“Regulation D” means Regulation D promulgated by the U.S. Securities and Exchange Commission under the U.S. Securities Act;

“Regulation S” means Regulation S promulgated by the U.S. Securities and Exchange Commission under the U.S. Securities Act;

“Reporting Provinces” means, collectively, all the provinces of Canada;

“**Rule 144A**” means Rule 144A as promulgated under the U.S. Securities Act;

“**SEC**” means the United States Securities and Exchange Commission;

“**Securities**” means the Base Units, Unit Shares, Warrants, Additional Units, Additional Shares and Additional Warrants;

“**Securities Commissions**” means collectively, the applicable securities commission or securities regulatory authority in each of the Qualifying Jurisdictions;

“**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**” has the meaning ascribed thereto in subsection 3(a);

“**Standard Listing Conditions**” has the meaning ascribed thereto in subsection 4(a)(iii);

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

“**subsidiary**” shall have the meaning ascribed thereto in the *Canada Business Corporations Act*;

“**Subsidiaries**” means the subsidiaries of the Corporation listed in Schedule “B” hereto and “**Subsidiary**” shall mean any one of them, as the case may be;

“**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;

"**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;

"**Units**" has the meaning ascribed thereto on the face page of this Agreement, and for certainty includes any Additional Units issued on the exercise of the Over-Allotment Option;

"**Unit Shares**" has the meaning ascribed thereto on the face page of this Agreement, and for certainty includes any Additional Shares issued on the exercise of the Over-Allotment Option;

"U.S. Affiliate" means a United States duly registered broker-dealer affiliate of an Underwriter;

"**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. Memorandum" means the final U.S. private placement memorandum (including a Qualified Institutional Buyer Letter) describing the offer and sale of the Units to, or for the account or benefit of, persons in the United States and U.S. Persons pursuant to Rule 144A, in a form satisfactory to the Underwriters and the Corporation, to which will be attached the Final Prospectus;

"**U.S. Preliminary Memorandum**" means the preliminary U.S. private placement memorandum (including a Qualified Institutional Buyer Letter) describing the offer and sale of the Units to, or for the account or benefit of, persons in the United States and U.S. Persons pursuant to Rule 144A, in a form satisfactory to the Underwriters and the Corporation, to which will be attached the Preliminary Prospectus;

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

"**U.S. Securities Laws**" means the United States federal securities laws, including, without limitation, the U.S. Securities Act and the U.S. Exchange Act, and applicable state securities laws.

(a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Prospectus.

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

(b) Unless otherwise expressly provided in this Agreement, (i) words importing only the singular number include the plural and vice versa and words importing gender include all genders; and (ii) all references to dollars or "$" are to Canadian dollars.

(c) The following is a schedule to this Agreement, which schedule (including the representations, warranties and covenants set out therein) is deemed to be a part hereof and is hereby incorporated by reference herein:

Schedule "A"– Compliance with United States Laws

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

"**Warrant Indenture**" means the warrant indenture to be entered into on or before the Closing Date between the Warrant Agent and the Corporation in relation to the Warrants, as amended from time to time;

"**Warrant Shares**" has the meaning ascribed thereto on the face page of this Agreement, and for certainty includes any additional Warrant Shares issuable upon exercise of the Additional Warrants issued on the exercise of the Over-Allotment Option; and

"**Warrants**" has the meaning ascribed thereto on the face page of this Agreement, and for certainty includes any Additional Warrants issued on the exercise of the Over-Allotment Option.

TERMS AND CONDITIONS

1. **Compliance With Securities Laws.** The Corporation represents and warrants to, and covenants and agrees with, the Underwriters that the Corporation will as soon as possible and in any event no later than 5:00 p.m. (Vancouver time) on October 5, 2018 prepare and file the Preliminary Prospectus and use its commercially reasonable efforts to obtain, pursuant to the Passport System, a receipt from the Ontario Securities Commission (as principal regulator) evidencing the issuance by the Canadian Securities Regulators of receipts for the Preliminary Prospectus and other related documents in respect of the proposed distribution of the Units. The Corporation will use its commercially reasonable efforts to resolve as soon as possible any comments of the Canadian Securities Regulators relating to the Preliminary Prospectus and the Documents Incorporated by Reference and will, as soon as possible thereafter, and in any event no later than 5:00 p.m. (Vancouver time) on October 15, 2018 (or, in any case, by such later date or dates as may be determined by the Underwriters 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 Units. The distribution of the Units and the grant of the Over-Allotment Option shall be qualified by the Prospectus under Securities Laws in the Qualifying Jurisdictions and in such other jurisdictions (excluding the United States) as the Corporation and the Underwriters may agree. The Corporation will file with the TSX all required documents and pay all required fees, and do all things required by the rules and policies of the TSX, in order to obtain the conditional acceptance of the Offering and the listing of the Unit Share and Warrant Shares prior to the Closing Date.

2. **Due Diligence.** Prior to the filing of the Preliminary Prospectus and the Final Prospectus and continuing until the Closing, the Corporation shall have permitted the Underwriters to review each of the Preliminary Prospectus and the Final Prospectus and shall allow the Underwriters to conduct any due diligence investigations which each of them reasonably requires in order to fulfill its obligations as an underwriter under the Securities Laws and in order to enable it to responsibly execute the certificate in the Preliminary Prospectus and the Final Prospectus required to be executed by it.

3. **Distribution and Certain Obligations of the Underwriters.**

(a) The Underwriters shall, and shall require any investment dealer or broker (other than the Underwriters) with which the Underwriters have a contractual relationship in respect of the distribution of the Units or who are otherwise offered selling group participation by the Underwriters (each, a "**Selling Firm**") to agree to comply with the Securities Laws in connection with the distribution of the Units and shall offer the Units for sale to the public directly and through Selling Firms upon the terms and conditions set out in the Final Prospectus and this Agreement. The Underwriters shall, and shall require any Selling Firm to, offer for sale to the public and sell the Units, or arrange for substituted purchasers to purchase the Units from the Corporation, only in those jurisdictions where they may be lawfully offered for sale or sold. The Underwriters shall: (i) use all reasonable efforts to complete and cause each Selling Firm to complete the distribution of the Units as soon as reasonably practicable; and (ii) promptly notify the Corporation when, in their opinion, the Underwriters and the Selling Firms have ceased distribution of the Units and provide a breakdown of the number of Units distributed in each of the Qualifying Jurisdictions where such breakdown is required for the purpose of calculating fees payable to the Securities Regulators.

(b) The Underwriters shall, and shall require any Selling Firm to agree to, distribute the Units in a manner which complies with and observes all applicable laws and regulations in each jurisdiction into and from which they may offer to sell the Securities, or solicit the purchase of the Units from the Corporation by substituted purchasers, or distribute the Prospectus or any Supplementary Material in connection with the distribution of the Units and will not, directly or indirectly, offer, sell or deliver any Units or deliver the Prospectus or any Supplementary Material to any person in any jurisdiction other than in the Qualifying Jurisdictions except in a manner which will not require the Corporation to comply with the registration, prospectus, filing, continuous disclosure or other similar requirements under the applicable securities laws of such other jurisdictions or pay any additional governmental filing fees which relate to such other jurisdictions. Subject to the foregoing, the Underwriters and any Selling Firm shall be entitled to offer and sell the Units in such other jurisdictions in accordance with any applicable securities and other laws in such jurisdictions in which the Underwriters and/or Selling Firms offer the Units provided that the Corporation is not required to file a prospectus or other disclosure

document or become subject to continuing obligations in such other jurisdictions, in accordance with the provisions of this Agreement.

(c) For the purposes of this Section 3, the Underwriters shall be entitled to assume that the Units are qualified for distribution in any Qualifying Jurisdiction where a receipt or similar document for the Final Prospectus shall have been obtained from the applicable Canadian Securities Regulators (including a receipt for the Final Prospectus issued under the Passport System) following the filing of the Final Prospectus unless otherwise notified in writing.

4. **Deliveries on Filing and Related Matters.**

(a) The Corporation shall deliver to each of the Underwriters:

(i) 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 Underwriters, acting reasonably, addressed to the Underwriters and the directors of the Corporation from each of the Corporation's Auditors and the Corporation's Former Auditors with respect to financial and accounting information relating to the Corporation contained in the Final Prospectus, which letters shall be based on a review by the Corporation's Auditors and the Corporation's Former Auditors within a cut-off date of not more than two Business Days prior to the date of the letters, which letters shall be in addition to any auditors' consent letters or comfort letters addressed to the Canadian Securities Regulators;

(ii) as soon as practicable after the Preliminary Prospectus, Final Prospectus and any Supplementary Material are prepared, the U.S. Preliminary Memorandum and the U.S. Memorandum, as applicable, 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 Units to, or for the account or benefit of, persons in the United States and U.S. Persons, and, forthwith after preparation, any amendment to the U.S. Memorandum. Each of the U.S. Preliminary Memorandum and the U.S. Memorandum shall contain as an exhibit a "Qualified Institutional Buyer Letter" to be delivered by the Underwriters or U.S. Affiliate, as applicable, and completed by Qualified Institutional Buyers, that sets forth the terms and conditions of their potential purchase and the restrictions on the offer, sale, pledge, hypothecation or other transfer and other important terms with respect to their possible purchase of Units; and

(iii) 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 Unit Shares

and Warrant Shares has been approved for listing subject only to satisfaction by the Corporation of customary post-closing conditions imposed by the TSX (the "**Standard Listing Conditions**").

(b) During the distribution of the Units:

(i) the Corporation and the Lead Underwriter, on behalf of the Underwriters, shall approve in writing, a template version of any Marketing Materials reasonably requested to be provided by the Underwriters to any potential investor of Units, 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 Lead Underwriter, on behalf of the Underwriters, and in any event on or before the day the Marketing Materials are first provided to any potential investor of Units, and such filing shall constitute the Underwriters' authority to use such Marketing Materials in connection with the Offering. Any comparables shall be redacted from the template version in accordance with NI 44-101 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 Commissions a revised template version of any Marketing Materials provided to potential investors of Units where required under Securities Laws;

(ii) the Corporation, and the Underwriters, on a several basis (and not joint, nor joint and several), covenant and agree:

(A) not to provide any potential investor of 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 Units; and

(B) not to provide any potential investor with any materials or information in relation to the distribution of the Units or the Corporation other than: (a) such Marketing Materials that have been approved and filed in accordance with this section 4(b); (b) the Preliminary Prospectus and the Final Prospectus; and (c) any Standard Term Sheets approved in writing by the Corporation and the Lead Underwriter.

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

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

(i) all information and statements (except information and statements relating solely to the Underwriters and provided by the Underwriters in writing) contained in the Preliminary Prospectus or the Final Prospectus 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 Units;

(ii) no material fact or information has been omitted therefrom (except facts or information relating solely to the Underwriters) 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 Underwriters and provided by the Underwriters 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 Underwriters’ use of the Preliminary Prospectus, the Final Prospectus and any Supplementary Material in connection with the distribution of the Units in the Qualifying Jurisdictions and the use of the U.S. Memorandum in connection with the offer and sale of the Units, on a private placement basis, to, or for the account or benefit of, persons in the United States and U.S. Persons in compliance with this Agreement (including Schedule “A” hereto) and the U.S. Securities Act unless otherwise advised in writing.

(e) The Corporation shall cause commercial copies of the Preliminary Prospectus, the Final Prospectus, any Supplementary Material and the U.S. Preliminary Memorandum and the U.S. Memorandum to be delivered to the Underwriters without charge, in such numbers and in such cities as the Underwriters may reasonably request by written instructions to the Corporation’s financial printer of the Preliminary Prospectus, the Final Prospectus, any Supplementary Material and the U.S. Memorandum given forthwith after the Underwriters have 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 Preliminary Prospectus and 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.

5. **Material Changes.**

(a) During the period prior to the Underwriters notifying the Corporation of the completion of the distribution of the Units, the Corporation shall promptly inform the Underwriters (and if requested by the Underwriters, 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 the Subsidiaries 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 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 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 Part 6 of NI 41-101 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 Units for distribution in each of the Qualifying Jurisdictions.

(c) In addition to the provisions of subsections 5(a) and 5(b) hereof, the Corporation shall in good faith discuss with the Underwriters any change, event or fact contemplated in subsections 5(a) and 5(b) which is of such a nature that there is or could be reasonable doubt as to whether notice should be given to the Underwriters under subsection 5(a) hereof and shall consult with the Underwriters 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 Underwriters and their counsel, acting reasonably and without undue delay.

(d) If during the period of distribution of the Units there shall be any change in Securities Laws which, in the opinion of the Underwriters, acting

reasonably, requires the filing of any Supplementary Material, upon written notice from the Underwriters, the Corporation shall, to the satisfaction of the Underwriters, acting reasonably, promptly prepare and file any such Supplementary Material with the appropriate Securities Regulators where such filing is required.

6. **Covenants of the Corporation.** The Corporation hereby covenants to the Underwriters that the Corporation:

(a) will file the Final Prospectus and other documents required under the applicable Securities Laws with the Securities Regulators on or before October 15, 2018, or such earlier or later date as agreed to by the Corporation and the Underwriters, in writing, and obtain a receipt therefor;

(b) will advise the Underwriters, promptly after receiving notice thereof, of the time when the Preliminary Prospectus, 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 Underwriters of each such filing and copies of such receipts;

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

(i) the suspension of the qualification of the Units or the Over-Allotment Option for offering, sale, issuance, or grant, as applicable, in any jurisdiction, or the issuance by any Canadian Securities Regulators of any order suspending or preventing the use of the Preliminary Prospectus, 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 Units) that 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 Regulators for amending or supplementing the Preliminary Prospectus or 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;

(d) from and including the date of this Agreement through to and including the Option Closing Time, do all such acts and things necessary to ensure that the representations and warranties of the Corporation contained in this

Agreement or any certificates or documents delivered by the Corporation pursuant to this Agreement remain materially true and correct and not do any such act or thing that would render any representation or warrant of the Corporation contained in this Agreement or any certificates or documents delivered by it pursuant to this Agreement materially untrue or incorrect;

(e) 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 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 30 months following the Closing Date;

(f) 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 Lead Underwriter, on behalf of the Underwriters, may approve, acting reasonably, to the date that is 30 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;

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

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

7. **Representations and Warranties of the Corporation.** The Corporation hereby represents and warrants to the Underwriters and acknowledges that the Underwriters are relying upon such representations and warranties in purchasing the Units that:

(a) each of the Corporation and its Subsidiaries is a corporation duly incorporated, continued or amalgamated and validly existing under the laws of the jurisdiction in which it was incorporated, continued or amalgamated, as the case may be, and has all requisite corporate power and authority and is duly qualified and holds all necessary material permits, licences and authorizations necessary or required to carry on its business as now conducted and proposed to be conducted to own, lease or operate its properties and assets and no steps or proceedings have been taken by any

person, voluntary or otherwise, requiring or authorizing its dissolution or winding up;

(b) the Subsidiaries are the only subsidiaries of the Corporation. The Corporation does not beneficially own or exercise control or direction over 10% or more of the outstanding voting shares of any company 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 the Subsidiaries 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 the Subsidiaries or any other security convertible into or exchangeable for any such shares;

(c) the Corporation has all requisite corporate power, authority and capacity to enter into each of this Agreement and the Warrant Indenture and to perform the transactions contemplated herein and therein, including, without limitation, to issue the Base Units, the Unit Shares, the Warrants, Additional Units, Additional Shares and Additional Warrants;

(d) neither the Corporation nor any of the Subsidiaries is (i) in violation of its constating documents, or (ii) in default of the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, trust deed, joint venture, mortgage, loan agreement, note, lease or other agreement or instrument to which it is a party or by which it or its property may be bound, except in the case of clause (ii) for any such violations or defaults that would not result in a Material Adverse Effect;

(e) to the knowledge of the Corporation, no counterparty to any material obligation, agreement, covenant or condition contained in any contract, indenture, trust deed, mortgage, loan agreement, note, lease or other agreement or instrument to which the Corporation or any Subsidiary is a party is in default in the performance or observance thereof, except where such violation or default in performance would not have a Material Adverse Effect;

(f) each of the Corporation and the Subsidiaries has conducted and is conducting its business in compliance with all applicable Laws and regulations of each jurisdiction in which it carries on business, except where the failure to so comply would not have a Material Adverse Effect. The Corporation and each of the Subsidiaries holds all material requisite licences, registrations, qualifications, permits and consents necessary or appropriate for carrying on its business as currently carried on and all such

licences, registrations, qualifications, permits and consents are valid and subsisting and in good standing in all material respects. Without limiting the generality of the foregoing, neither the Corporation nor any Subsidiary has received a written notice of non-compliance, nor does it know of, nor have reasonable grounds to know of, any facts that could give rise to a notice of noncompliance with any such laws, regulations or permits which would have a Material Adverse Effect;

(g) the Corporation is in compliance in all material respects with all of the rules, policies and requirements of the TSX;

(h) other than the Leased Premises and except as disclosed in the Offering Documents, each of the Corporation and the Subsidiaries is the absolute legal and beneficial owner of, and has good and marketable title to, all of the material properties and assets thereof as described in the Offering Documents, including but not limited to the Owned Real Property, and no other property or assets are necessary for the conduct of the business of the Corporation and the Subsidiaries as currently conducted. Any and all of the agreements and other documents and instruments pursuant to which each of the Corporation and Subsidiaries holds the material property and assets thereof (including any interest in, or right to earn an interest in, any Intellectual Property (as hereinafter defined)) are valid and subsisting agreements, documents and instruments in full force and effect, enforceable in accordance with the terms thereof, and such material properties and assets are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated, and all material leases, licenses and other agreements pursuant to which the Corporation or any Subsidiary derives the interests thereof in such property are in good standing. The Corporation does not know of any claim or the basis for any claim that might or could materially and adversely affect the right of the Corporation or any Subsidiary to use, transfer or otherwise exploit their respective assets, none of the properties (or any interest in, or right to earn an interest in, any property) of the Corporation or any Subsidiary is subject to any right of first refusal or purchase or acquisition right, and neither the Corporation nor any Subsidiary has a responsibility or obligation to pay any commission, royalty, licence fee or similar payment to any person with respect to the property and assets thereof;

(i) with respect to each of the Leased Premises, the Corporation and the Subsidiaries, as applicable, occupies the Leased Premises and has the exclusive right to occupy and use the Leased Premises and each of the leases pursuant to which the Corporation or a Subsidiary occupies the Leased Premises is in good standing and in full force and effect, except where failure to be so would not reasonably be expected to result in a Material Adverse Effect. The performance of obligations pursuant to and in compliance with the terms of this Agreement and the completion of the transactions described herein by the Corporation, will not afford any of the parties to such leases or any other person the right to terminate such leases or result in any additional or more onerous obligations under such

leases. The Corporation has provided the Lead Underwriter with true and complete copies of all leases in respect of the Leased Premises;

(j) neither the Corporation nor any of the Subsidiaries owns any real property, other than the Owned Real Property;

(k) no legal or governmental proceedings or inquiries are pending to which the Corporation or any Subsidiary is a party or to which the property thereof is subject that would result in the revocation or modification of any certificate, authority, permit or license necessary to conduct the business now owned or operated by the Corporation or any Subsidiary which, if the subject of an unfavourable decision, ruling or finding could reasonably be expected to have a Material Adverse Effect and, to the knowledge of the Corporation, no such legal or governmental proceedings or inquiries have been threatened against or are contemplated with respect to the Corporation or any Subsidiary or with respect to the properties or assets thereof;

(l) there are no actions, suits, judgments, investigations or proceedings of any kind whatsoever outstanding, pending or, to the best of the Corporation's knowledge, threatened against or affecting the Corporation or any Subsidiary, or the directors, officers or employees thereof, at law or in equity or before or by any commission, board, bureau or agency of any kind whatsoever and, to the best of the Corporation's knowledge, there is no basis therefore and neither the Corporation nor any Subsidiary is subject to any judgment, order, writ, injunction, decree, award, rule, policy or regulation of any governmental authority, which, either separately or in the aggregate, may have a Material Adverse Effect or that would materially adversely affect the ability of the Corporation to perform its obligations under this Agreement and the Warrant Indenture;

(m) at the Closing Time or Option Closing Date, as applicable, all consents, approvals, permits, authorizations or filings as may be required to be made or obtained by the Corporation under Canadian Securities Laws and U.S. Securities Laws necessary for the execution and delivery of this Agreement and the Warrant Indenture, the creation, issuance and sale of the Warrants and Additional Warrants and the consummation of the transactions contemplated hereby and thereby, will have been made or obtained, as applicable (other than the filing of reports required under applicable Canadian Securities Laws and U.S. Securities Laws within the prescribed time periods, which documents shall be filed as soon as practicable after the Closing Date and, in any event, within such deadline imposed by applicable Canadian Securities Laws and U.S. Securities Laws);

(n) the authorized and issued and outstanding share capital of the Corporation conforms to the description thereof contained in the Offering Documents. All of the issued and outstanding shares of the Corporation have been duly and validly authorized and issued as fully paid and non-assessable, and none of the outstanding common shares of the Corporation were issued in

violation of the pre-emptive or similar rights of any securityholder of the Corporation;

(o) at the Closing Time, all necessary corporate action will have been taken by the Corporation to create, allot and authorize the issuance of, as applicable, the Units, Unit Shares, Warrants, Additional Units, Additional Shares and Additional Warrants and, upon the due conversion of the Warrants and the Additional Warrants in accordance with the provisions thereof, the Warrant Shares and all such securities will be validly issued as fully paid and non-assessable securities in the capital of the Corporation, and all such securities shall have the attributes corresponding in all material respects to the description thereof set forth in this Agreement;

(p) the terms and the number of options to purchase Common Shares granted by the Corporation currently outstanding, including but not limited to stock options and warrants, conforms to the description thereof contained in the Offering Documents and, other than as contemplated by this Agreement or otherwise disclosed in the Prospectus other than Aurora Cannabis Inc., no person, firm or corporation has any agreement or option, right or privilege (contractual or otherwise) capable of becoming an agreement (including convertible or exchangeable securities and warrants) for the purchase or acquisition from the Corporation or any Subsidiary of any interest in any Common Shares or other securities of the Corporation or any Subsidiary whether issued or unissued;

(q) there are no contracts or agreements between either the Corporation or a Subsidiary and any person granting such person the right to require the Corporation or the Subsidiary to file a registration statement under U.S. Securities Laws or, except as contemplated by this Agreement, a prospectus under Canadian Securities Laws, with respect to any securities of the Corporation or any Subsidiary owned or to be owned by such person that require the Corporation or a Subsidiary to include such securities in the securities qualified for distribution under the Offering Documents;

(r) except as described in the Offering Documents, there are no voting trusts or agreements, shareholders' agreements (other than in relation to Epican Medicinals Ltd.), buy-sell agreements, rights of first refusal agreements, agreements relating to restrictions on transfer, pre-emptive rights agreements, tag-along agreements, drag-along agreements or proxies relating to any of the securities of the Corporation or the Subsidiaries, to which the Corporation or any of the Subsidiaries is a party;

(s) the Unit Shares, Additional Shares and the Warrant Shares to be issued as described in this Agreement and in the Offering Documents have been, or prior to the Closing Time will be, duly authorized and reserved for issuance and, when issued, delivered and paid for in full, will be validly issued and fully paid shares in the capital of the Corporation, and will not have been issued in violation of or subject to any pre-emptive rights or contractual rights to purchase securities issued by the Corporation;

(t) the Transfer Agent, at its principal office in Vancouver, British Columbia, is duly appointed as the registrar and transfer agent of the Corporation with respect to the Common Shares, and the Warrant Agent, at its principal office in Vancouver, British Columbia, will be, at the Closing Date, duly appointed as warrant agent with respect to the Warrants and Additional Warrants;

(u) at the Closing Time, each of this Agreement and the Warrant Indenture shall have been duly authorized and executed and delivered by the Corporation and upon such execution and delivery, each shall constitute a valid and binding obligation of the Corporation and each shall be enforceable against the Corporation in accordance with its terms, subject to bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws affecting creditors' rights generally, general principles of equity, and the qualifications that equitable remedies may only be granted in the discretion of a court of competent jurisdiction and except that rights of indemnity, contribution, waiver and the ability to sever unenforceable terms may be limited under applicable Laws;

(v) no authorization, approval, consent, licence, permit, order or filing of, or with, any Government Authority or court, domestic or foreign, (other than those which have already been obtained or will be obtained prior to the Closing Date and except for post-closing filings to be made with the TSX and post-closing distribution reports to be filed and other post-closing filings to be made with certain securities regulatory authorities) is required for the valid sale and delivery of the Units or for the execution and delivery or performance of this Agreement, the Warrant Indenture and the Offering Documents by the Corporation;

(w) each of the execution and delivery of this Agreement and the Warrant Indenture, the performance by the Corporation of its obligations hereunder and thereunder, the sale of the Units hereunder by the Corporation and the consummation of the transactions contemplated hereunder and thereunder, (i) do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under (whether after notice or lapse of time or both), (A) any statute, rule, Law or regulation applicable to the Corporation; (B) the constating documents, by-laws or resolutions of the Corporation which are in effect at the date hereof; (C) any mortgage, note, indenture, contract, agreement, instrument, lease or other document to which the Corporation or any Subsidiary is a party or by which it is bound; or (D) any judgment, decree or order binding the Corporation or the property or assets of the Corporation or any Subsidiaries; and (ii) do not affect the rights, duties and obligations of any parties to any mortgage, note, indenture, contract, agreement, joint venture, partnership, instrument, lease or other document to which the Corporation or any of the Subsidiaries is a party or by which it is bound, nor give a party the right to terminate any mortgage, note, indenture, contract, agreement, joint venture, partnership, instrument, lease or other document to which the Corporation or any of the Subsidiaries is a party or by which it is bound, by virtue of the application of

terms, provisions or conditions therein, except where those rights, duties or obligations, or rights to terminate, are affected in a manner that is not material to the Corporation;

(x) the Financial Statements have been prepared in accordance with IFRS, contain no misrepresentations and present fairly, in all material respects, the financial condition of the Corporation on a consolidated basis as at the date thereof and the results of the operations and cash flows of the Corporation on a consolidated basis for the period then ended and contain and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of the Corporation on a consolidated basis that are required to be disclosed in such financial statements and there has been no material change in accounting policies or practices of the Corporation since June 30, 2018;

(y) there are no material liabilities of the Corporation or any Subsidiary whether direct, indirect, absolute, contingent or otherwise required to be disclosed in the Financial Statements which are not disclosed or reflected in the Financial Statements except those disclosed in the Offering Documents;

(z) the financial information included in the Offering Documents presents fairly in all material respects the consolidated financial position, results of operations, deficit and cash flow of the Corporation, respectively, as at the dates and for the periods indicated;

(aa) the Corporation's Auditors are independent public accountants as required under applicable Canadian Securities Laws and there has never been a reportable event (within the meaning of NI 51-102) between the Corporation and such auditors or any former auditors of the Corporation, including the Corporation's Former Auditors;

(bb) the responsibilities of the Corporation's audit committee comply with National Instrument 52-110 - *Audit Committees;*

(cc) the Corporation maintains a system of internal accounting controls sufficient to provide reasonable assurances that, (A) transactions are executed in accordance with management's general or specific authorization, and (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS and to maintain accountability for assets;

(dd) except as disclosed in the Offering Documents, none of the directors, officers or employees of the Corporation or any Subsidiary, any person who owns, directly or indirectly, more than 10% of any class of securities of the Corporation or securities of any person exchangeable for more than 10% of any class of securities of the Corporation, or any associate or affiliate of any of the foregoing, had or has any material interest, direct or indirect, in any transaction (other than in connection with the Offering) or any proposed transaction (including, without limitation, any loan made to or by any such

person) with the Corporation which, as the case may be, materially affects, is material to or will materially affect the Corporation or any Subsidiary;

(ee) other than the agreement with Aurora Cannabis Inc., the Corporation is not party to any agreement, nor is the Corporation aware of any agreement, which in any manner affects the voting control of any of the securities of the Corporation or any Subsidiary, or which will affect voting control of the Corporation upon completion of the Offering;

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

(gg) other than the escrow agreement with Medican Organic Inc., neither the Corporation nor any Subsidiary is a party to, bound by or, to the knowledge of the Corporation, affected by any commitment, agreement or document containing any covenant which expressly and materially limits the freedom of the Corporation or a Subsidiary to compete in any line of business, transfer or move any of its respective assets or operations or which adversely materially affects the business practices, operations or condition of the Corporation or any Subsidiary;

(hh) neither the Corporation nor any Subsidiary has ever been in violation of, in connection with the ownership, use, maintenance or operation of the property and assets thereof, any applicable federal, provincial, state, municipal or local laws, by-laws, regulations, orders, policies, permits, licenses, certificates or approvals having the force of law, domestic or foreign, relating to environmental, health or safety matters which could reasonably be expected to have a Material Adverse Effect;

(ii) to the knowledge of the Corporation, the statistical, industry and market related data included in the Offering Documents are derived from sources which the Corporation reasonably believes to be accurate, reasonable and reliable, and such data agrees with the sources from which it was derived;

(jj) since the respective dates as of which information is given in the Offering Documents, except as otherwise stated therein or contemplated thereby, there has not been:

(i) any material change in the condition (financial or otherwise), or in the earnings, business, affairs, capital, prospects, operations or management of the Corporation or any of the Subsidiaries, whether or not arising in the ordinary course of business from that set forth therein;

(ii) any transaction entered into by the Corporation or any of the Subsidiaries; or

(iii) any dividend or distribution of any kind declared, paid or made by the Corporation or any of the Subsidiaries on shares in the capital of the Corporation or a Subsidiary, as applicable;

(kk) no material work stoppage, strike, lock-out, labour disruption, dispute, grievance, arbitration, proceeding or other conflict with the employees of the Corporation or any Subsidiary currently exists or, to the Corporation's knowledge, is imminent or pending and each of the Corporation and each Subsidiary is in material compliance with all provisions of all federal, national, regional, provincial and local laws and regulations respecting employment and employment practices, terms and conditions of employment and wages and hours;

(ll) there are no material complaints against the Corporation or any Subsidiary before any employment standards branch or tribunal or human rights tribunal, nor any complaints or any occurrence which would reasonably be expected to lead to a complaint under any human rights legislation or employment standards legislation that would be material to the Corporation or any Subsidiary. There are no outstanding decisions or settlements or pending settlements under applicable employment standards legislation which place any material obligation upon the Corporation or any Subsidiary to do or refrain from doing any act. The Corporation and each Subsidiary are currently in material compliance with all workers' compensation, occupational health and safety and similar legislation, including payment in full of all amounts owing thereunder, and there are no pending claims or outstanding orders of a material nature against any of them under applicable workers' compensation legislation, occupational health and safety or similar legislation nor has any event occurred which may give rise to any such material claim;

(mm) neither the Corporation nor any Subsidiary is party to any collective bargaining agreements with unionized employees. To the Corporation's knowledge, no action has been taken or is being contemplated to organize or unionize any employees of the Corporation or any Subsidiary that would have a Material Adverse Effect on the Corporation or any Subsidiary;

(nn) the Lead Underwriter has been provided with a true and complete copy of each material plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to, or required to be contributed to, by the Corporation and/or any Subsidiary for the benefit of any current or former director, officer, employee or consultant of the Corporation and/or any Subsidiary (the "**Employee Plans**"), each of which has been maintained in all material respects with its terms and with the requirements prescribed by any and all statutes, orders, rules and regulations that are applicable to such Employee Plans;

(oo) the Corporation and each Subsidiary is in compliance with all laws respecting employment and employment practices, terms and conditions of employment, pay equity and wages, except where non-compliance with such laws could not reasonably be expected to have a Material Adverse Effect;

(pp) other than as disclosed in the Offering Documents, neither the Corporation nor any of its Subsidiaries has made any material loans to or guaranteed the obligations of any person or which are required to be disclosed in the Prospectus;

(qq) all of the material contracts and agreements of the Corporation have been disclosed in the Offering Documents and, if required under the Canadian Securities Laws, have or will be filed with the Securities Commissions. Neither the Corporation nor any of its Subsidiaries has received any notification from any party that it intends to terminate any such material contract;

(rr) each of the material agreements and other documents and instruments pursuant to which the Corporation holds its property and assets and conducts its business is a valid and subsisting agreement, document and instrument in full force and effect, enforceable in accordance with the terms thereof, the Corporation is not in default of any of the material provisions of any such agreements, instruments or documents nor has any such default been alleged, and such property and assets are in good standing under the applicable statutes and regulations of the governing jurisdiction;

(ss) there is no action, suit, proceeding, inquiry or investigation before or brought by any court or governmental agency or body, domestic or foreign, now pending, or, to the knowledge of the Corporation, threatened, against

or affecting the Corporation or any of its Subsidiaries which is required to be disclosed in the Prospectus;

(tt) the minute books and corporate records of the Corporation and the Subsidiaries for the period from incorporation to the date hereof made available to the Lead Underwriter, on behalf of the Underwriters, contain copies of all proceedings (or certified copies thereof or drafts thereof pending approval) of the shareholders and the directors (or any committee thereof) thereof and there have been no other meetings, resolutions or proceedings of the shareholders or directors of the Corporation or such Subsidiaries to the date hereof not reflected in such corporate records, other than those which are not material to the Corporation or the Subsidiaries, as the case may be;

(uu) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Corporation has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of the Corporation, are pending, contemplated or threatened by any regulatory authority;

(vv) there are no material events relating to the Corporation or any Subsidiary required to be disclosed pursuant to applicable Canadian Securities Laws or U.S. Securities Laws which are not referenced in the Offering Documents;

(ww) information available on the Corporation's profile at www.sedar.com was accurate and complete on the date of filing such information and such information does not contain a misrepresentation;

(xx) the Corporation is in compliance in all material respects with all its disclosure obligations under the Securities Laws of the Reporting Provinces (including, without limitation, all of its disclosure obligations pursuant to NI 51-102 and pursuant to National Instrument 58-101 – *Disclosure of Corporate Governance Practices* of the Canadian Securities Administrators). Each of the Disclosure Documents is, as of the date thereof, in compliance in all material respects with the Securities Laws of the Reporting Provinces and did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and such documents collectively constitute full, true and plain disclosure of all material facts relating to the Corporation and do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, as of the date thereof. There is no fact known to the Corporation which the Corporation has not publicly disclosed which results in a Material Adverse Effect or materially adversely affects the ability of the Corporation to perform its obligations under this Agreement;

(yy) the Corporation has not entered into any agreement to complete any "significant acquisition" nor is it proposing any "probable acquisitions" (as such terms are defined in NI 51-102) that would require the filing of a "business acquisition report" (as defined in NI 51-102) pursuant to Canadian Securities Laws;

(zz) all information (including the Offering Documents) which has been prepared by the Corporation relating to the Corporation and the Subsidiaries and their respective businesses, properties and liabilities and either publicly disclosed or provided to the Underwriters, including all financial, marketing and operational information provided to the Underwriters, are as of the date of such information, true and correct in all material respects, do not contain a misrepresentation and no material fact or facts have been omitted therefrom that would make such information materially misleading and the Corporation is not aware of any circumstances presently existing under which liability is or would reasonably be expected to be incurred under Part XXIII.1 — *Civil Liability for Secondary Market Disclosure* of the *Securities Act* (Ontario) and analogous secondary market liability disclosure provisions under applicable Canadian Securities Laws in the Qualifying Jurisdictions;

(aaa) with respect to forward-looking information contained in the Offering Documents:

(i) the Corporation had a reasonable basis for the forward-looking information at the time the disclosure was made;

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

(iii) all future-oriented financial information and each financial outlook: (A) has been prepared in accordance with IFRS, using the accounting policies the Corporation expects to use to prepare its historical financial statements for the period covered by the future-oriented financial information or the financial outlook; (B) presents fully, fairly and correctly in all material respects the expected results of the operations for the periods covered thereby; (C) is based on assumptions that are reasonable in the circumstances, reflect the Corporation's intended course of action, and reflect management's expectations concerning the most probable set of economic conditions during the periods covered thereby; and

(iv) is limited to a period for which the information in the future-oriented financial information or financial outlook can be reasonably estimated;

(bbb) all filings and fees required to be made and paid by the Corporation pursuant to applicable laws and general corporate and Canadian Securities Laws in the Qualifying Jurisdictions have been made and paid and such disclosure and filings were true and accurate in all material respects as at the respective dates thereof and the Corporation has not filed any confidential material change reports or similar confidential report with any Securities Commissions that are still maintained on a confidential basis;

(ccc) the Corporation is currently a "reporting issuer" in good standing in each of the provinces of Canada and is in compliance, in all material respects, with all of its obligations as a reporting issuer and since incorporation has not been the subject of any investigation by any stock exchange or any Securities Commission, is current with all filings required to be made by it under Canadian Securities Laws and U.S. Securities Laws and other laws, is not aware of any deficiencies in the filing of any documents or reports with any Securities Commissions and there is no material change relating to the Corporation which has occurred and with respect to which the requisite news release or material change report has not been filed with the Securities Commissions;

(ddd) the Corporation is an eligible short-form issuer in each of the Qualifying Jurisdictions and is qualified under NI 44-101 to file a prospectus in the form of a short form prospectus in each of the Qualifying Jurisdictions and on the date of and upon filing of the Prospectus there will be no documents required to be filed under Canadian Securities Laws in connection with the distribution of the Units that will not have been filed as required;

(eee) the Corporation is a "foreign private issuer" as such term is defined in Rule 405 under U.S. Securities Laws and may offer the Units for sale in the United States, through the Underwriters and their respective U.S. Affiliates, to qualified institutional buyers, as defined in Rule 144A under applicable U.S. Securities Laws;

(fff) the Corporation consents to the use by the Underwriters of the Offering Documents in connection with the distribution of the Units in the Qualifying Jurisdictions in compliance with the provisions of this Agreement;

(ggg) the Corporation and each of the Subsidiaries owns or has all proprietary rights provided in law and at equity to all patents, trademarks, service marks, logos, slogans, whether in word mark or stylized or design format, copyrights, industrial designs, software, trade secrets, industrial designs, invention, technical data and information, know how, concepts, information and other intellectual and industrial property, whether registered or unregistered, and all rights and claims related thereto (collectively, "**Intellectual Property**") necessary to permit the Corporation and the Subsidiaries to conduct their respective business as currently conducted. Neither the Corporation nor any Subsidiary has received any notice nor is the Corporation aware of any infringement of or conflict with asserted rights of others with respect to any Intellectual Property or of any facts or

circumstances that would render any Intellectual Property invalid or inadequate to protect the interests of the Corporation or a Subsidiary therein and which infringement or conflict (if subject to an unfavourable decision, ruling or finding) or invalidity or inadequacy would have a Material Adverse Effect;

(hhh) the Corporation and each Subsidiary has taken all reasonable steps to protect its Intellectual Property in those jurisdictions where, in the reasonable opinion of the Corporation and/or each Subsidiary carries on a sufficient business to justify such filings, except that the Corporation still intends to file additional trademark applications;

(iii) there are no material restrictions on the ability of the Corporation and the Subsidiaries to use and explore all rights in the Intellectual Property required in the ordinary course of the business of the Corporation and each Subsidiary, as applicable. None of the rights of the Corporation and each Subsidiary in the Intellectual Property will be impaired or affected in any way by the transactions contemplated by this Agreement;

(jjj) neither the Corporation nor any Subsidiary has received any notice or claim (whether written, oral or otherwise) challenging its ownership or right to use of any Intellectual Property or suggesting that any other person has any claim of legal or beneficial ownership or other claim or interest with respect thereto, nor to the knowledge of the Corporation, is there a reasonable basis for any claim that any person other than the Corporation or a Subsidiary has any claim of legal or beneficial ownership or other claim or interest in any Intellectual Property;

(kkk) all registrations of Intellectual Property are in good standing and are recorded in the name of the Corporation or a Subsidiary in the appropriate offices to preserve the rights thereto. Other than as would not have a Material Adverse Effect, all such registrations have been filed, prosecuted and obtained in accordance with all applicable legal requirements and are currently in effect and in compliance with all applicable legal requirements. No registration of Intellectual Property has expired, become abandoned, been cancelled or expunged, or has lapsed for failure to be renewed or maintained, except where such expiration, abandonment cancellation, expungement or lapse would not have a Material Adverse Effect;

(lll) any and all of the material agreements and other material documents and instruments pursuant to which any of the Corporation and/or a Subsidiary holds the property and assets thereof (including any interest in, or right to earn an interest in, any Intellectual Property) are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with the terms thereof, none of the Corporation nor a Subsidiary is in default of any of the material provisions of any such agreements, documents or instruments nor has any such default been alleged and such properties and assets are in good standing under the applicable statutes and regulations of the jurisdictions in which they are

situated, all material leases, licences and other agreements pursuant to which the Corporation or a Subsidiary derives the interests thereof in such property and assets are in good standing and there has been no material default under any such lease, licence or agreement. None of the properties (or any interest in, or right to earn an interest in, any property) of the Corporation or a Subsidiary is subject to any right of first refusal or purchase or acquisition right;

(mmm) the Corporation is not aware of any licensing or legislation, regulation, by-law or other lawful requirement of any Governmental Authority having lawful jurisdiction over the Corporation presently in force or, to its knowledge, proposed to be brought into force, or any pending or contemplated change to any licensing or legislation, regulation, by-law or other lawful requirement of any Governmental Authority having lawful jurisdiction over the Corporation or any Subsidiary presently in force, that the Corporation anticipates the Corporation or any one of its Subsidiaries will be unable to comply with or which could reasonably be expected to materially adversely affect the business of the Corporation or a Subsidiary or the business environment or legal environment under which such entity operates;

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

(ooo) none of the Corporation or any Subsidiary, or, to the knowledge of the Corporation, any employee or agent thereof, has made any unlawful contribution or other payment to any official of, or candidate for, any federal, state, provincial or foreign office, or failed to disclose fully any contribution, in violation of any law, or made any payment to any foreign, Canadian, governmental officer or official, or other person charged with similar public or quasi-public duties, other than payments required or permitted by applicable laws;

(ppp) all information which has been prepared by the Corporation or any Subsidiary relating to the Corporation or any Subsidiary or their respective business, properties and liabilities and made available to the Lead Underwriter, on behalf of the Underwriters, was, as of the date of such information and is as of the date hereof, true and correct in all material respects, taken as a whole, and no fact or facts have been omitted therefrom which would make such information materially misleading;

(qqq) the statements set forth in the Prospectus under the heading "Eligibility for Investment" are accurate, subject to the limitations and qualifications set out therein;

(rrr) the Corporation has not withheld and will not withhold from the Underwriters prior to the Closing Time, any material facts relating to the Corporation, any of its Subsidiaries or the Offering;

(sss) the Corporation has provided the Lead Underwriter with copies of all material documents and correspondence relating to the licenses issued pursuant to the Access to Cannabis for Medical Purposes Regulations (the "**ACMPR Licences**") to the Corporation and any Subsidiary. The Corporation and its Subsidiaries are in compliance with the terms and conditions of all such ACMPR Licences and all other licences required in connection with their respective businesses and the Corporation does not anticipate any variations or difficulties in renewing such ACMPR Licences or any other required licence or permit. The Offering (including the proposed use of proceeds of the Offering) will not have any adverse impact on the ACMPR Licences or require the Corporation or any Subsidiary to obtain any new licence under the Access to Cannabis for Medical Purposes Regulations;

(ttt) neither the Corporation nor any Subsidiary is required to obtain any permits or licences other than the ACMPR Licences pursuant to the Access to Cannabis for Medical Purposes Regulations or any other permits from Health Canada or any similar federal, provincial or municipal regulatory body or self-regulatory body in connection with the current and proposed conduct of its business;

(uuu) neither the Corporation nor any Subsidiary has received any notice or communication from any customer or Health Canada alleging a defect or claim in respect of any products supplied or sold by the Corporation or any Subsidiary to a customer and, to the Corporation's knowledge, there are no circumstances that would give rise to any reports, recalls, public disclosure, announcements or customer communications that are required to be made by the Corporation or any Subsidiary in respect of any products supplied or sold by the Corporation or any Subsidiary;

(vvv) all product research and development activities, including quality assurance, quality control, testing, and research and analysis activities, conducted by the Corporation and each Subsidiary in connection with their

business is being conducted in accordance with best industry practices and in compliance, in all material respects, with all industry, laboratory safety, management and training standards applicable to the Corporation's current and proposed 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;

(www) each of the Corporation and each Subsidiary has security measures and safeguards in place to protect personal information it collects from registered patients and customers and other parties from illegal or unauthorized access or use by its personnel or third parties or access or use by its personnel or third parties in a manner that violates the privacy rights of third parties. The Corporation and the Subsidiaries have complied, in all material respects, with all applicable privacy and consumer protection legislation and none has collected, received, stored, disclosed, transferred, used, misused or permitted unauthorized access to any information protected by privacy laws, whether collected directly or from third parties, in an unlawful manner. The Corporation and the Subsidiaries have taken all reasonable steps to protect personal information against loss or theft and against unauthorized access, copying, use, modification, disclosure or other misuse;

(xxx) other than the Underwriters, 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 or other compensation in connection with the transactions contemplated by this Agreement; and

(yyy) the operations of the Corporation and each Subsidiary have been conducted at all times in compliance with the applicable federal and state laws relating to terrorism or money laundering ("**Anti-Terrorism Laws**"), including: the financial recordkeeping and reporting requirements of The Bank Secrecy Act of I970, as amended; Executive Order No. I3224 on Terrorist Financing, effective September 24, 200I (the "**Executive Order**"); the Corruption of Foreign Public Officials Act (Canada), the Foreign Corrupt Practices Act of 1977 (United States), as amended, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 200I, Public Law I07-56, and the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada), and neither of the Corporation nor any Subsidiary is (i) a person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (ii) a person owned or controlled by, or acting for or on behalf of, any person that is listed in the annex to, or is otherwise subject to the provisions of, the Executive Order; (iii) a person with which the Underwriters or any other persons are prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; (iv) a person that commits, threatens or conspires to commit or supports "terrorism" as defined in the Executive Order; or (v) a person that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control

("**OFAC**") at its official website or any replacement website or other replacement official publication of such list or any other person (including any foreign country and any national of such country) with whom the United States Treasury Department prohibits doing business in accordance with OFAC regulations. No action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Corporation or the Subsidiary with respect to Anti-Terrorism Laws is pending or, to the knowledge of the Corporation or any Subsidiary, threatened. The Corporation and each Subsidiary, and their affiliates have conducted their businesses in compliance with the Anti-Terrorism Laws and will implement and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance with the Anti-Terrorism Laws.

8. **Closing Deliveries.** The purchase and sale of the Units and, if applicable, the Additional Securities shall be completed at the Closing Time and the Option Closing Time, respectively, at the offices of McMillan LLP in Vancouver, British Columbia, or at such other place as the Lead Underwriter and the Corporation may agree. At the Closing Time and the Option Closing Time, as the case may be, the Corporation shall duly and validly deliver to the Lead Underwriter confirmation of an electronic deposit of the Units with CDS Clearing and Depositary Services Inc. ("**CDS**") as directed by the Lead Underwriter, through the non-certificated inventory system of CDS or as otherwise directed by the Lead Underwriter in writing, against payment by the Underwriters 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 Base Units and the Additional Units, Additional Shares and/or Additional Warrants, as the case may be, being issued and sold hereunder less the Commission and all of the estimated out-of-pocket expenses of the Underwriters payable by the Corporation to the Underwriters in accordance with Section 18 hereof.

9. **Underwriters' Obligation to Purchase**. The obligation of the Underwriters to purchase the Units at the Closing Time shall be subject to the following conditions (it being understood that the Underwriters may waive in whole or in part or extend the time for compliance with any of such terms and conditions without prejudice to its 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 Underwriters any such waiver or extension must be in writing):

(a) all actions required to be taken by or on behalf of the Corporation, including without limitation the passing of all requisite resolutions of directors of the Corporation to approve the Prospectus, to obtain the approval of the TSX to the Offering and to validly offer, sell and distribute the Units to pay the Commission and to grant the Over-Allotment Option will have been taken;

(b) the Corporation shall have made all necessary filings with and obtained all necessary approvals, consents and acceptances of the Canadian Securities Regulators for the Prospectus and to permit the Corporation to complete its obligations hereunder;

(c) no order ceasing or suspending trading in any securities of the Corporation, or prohibiting the trade or distribution of any of the securities of the

Corporation will have been issued and no proceedings for such purpose, to the best of the knowledge of the Corporation, will be pending or threatened;

(d) the Underwriters not having exercised any rights of termination set forth in this Agreement;

(e) the Corporation shall have, as of the Closing Time, complied with all of its material covenants and agreements contained in this Agreement;

(f) the Underwriters shall have received executed Lock-Up Agreements in favour of the Underwriters as required pursuant to Section 12 of this Agreement;

(g) the Underwriters shall have received an executed copy of the Warrant Indenture;

(h) the Underwriters shall have received an opinion, dated the Closing Date and subject to customary qualifications, of McMillan LLP the Corporation's legal counsel, addressed to the Underwriters as to all legal matters customarily and reasonably requested by the Underwriters relating to the Corporation and the creation, issuance and sale of the Units or, instead of rendering opinions relating to the laws of the Qualifying Jurisdictions other than British Columbia, Alberta, Ontario and 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:

(i) 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 Underwriters 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 Underwriters, in form and substance satisfactory to the Underwriters, acting reasonably, that the offer and sale of Units to, or for the account or benefit of, persons in the United States and U.S. Persons, in the manner contemplated by this Agreement (including Schedule "A" hereto) and any exhibits thereto) and the U.S. Memorandum (and exhibits thereto), does not require registration under the U.S. Securities Act, it being understood that such counsel may rely, to the extent appropriate in the circumstances, as to matters of fact on certificates of officers of the Corporation and others;

(j) the Underwriters shall have received a legal opinion dated the Closing Date from local counsel to the Corporation as to the incorporation, capacity, ownership, subsistence and authorized and issued capital of each of the Subsidiaries (other than those located in Colombia and Greece), and such other legal matters reasonably requested by the Underwriters;

(k) the Underwriters 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;

(l) the Underwriters shall have received a certificate, dated the Closing Date, of such two senior officers of the Corporation as are acceptable to the Lead Underwriter, addressed to the Underwriters 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 notice of articles 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 and 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.

(m) the Underwriters shall have received letters dated as of the Closing Date, in form and substance satisfactory to the Underwriters, addressed to the Underwriters and the directors of the Corporation from each of the Corporation's Auditors and the Corporation's Former auditors confirming the continued accuracy of the comfort letters to be delivered to the Underwriters pursuant to subsection 4(a)(i) hereof with such changes as may be necessary to bring the information in such letters forward to a date not more than two Business Days prior to the Closing Date, which changes shall be acceptable to the Underwriters;

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

(o) the Underwriters shall have received a certificate of good standing in respect of the Corporation as at the date that is one Business Day prior to the Closing Date;

(p) the Underwriters shall have received certificates or lists, issued under the Securities Laws of the Qualifying Jurisdictions stating or evidencing that the Corporation is not in default under such Securities Laws; and

(q) the Underwriters 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.

10. **Closing of Over-Allotment Option**. The Underwriters' obligation to purchase the Additional Securities on the Option Closing Date (in the event that the Over-Allotment Option is exercised) shall be subject to the accuracy of the representations and warranties of the Corporation contained in this Agreement as of the Option Closing Date and the performance by the Corporation of its obligations under this Agreement. The Corporation agrees to fulfill or cause to be fulfilled the following conditions (it being understood that the Underwriters may waive in whole or in part or extend the time for compliance with any of such terms and conditions without prejudice to its 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 Underwriters any such waiver or extension must be in writing):

(a) the Underwriters shall have received an opinion, dated the Option Closing Date and subject to customary qualifications, of McMillan LLP, the Corporation's legal counsel, addressed to the Underwriters and their legal counsel in substantially the same form as the opinion delivered pursuant to subsection 9(h) or, instead of rendering opinions relating to the laws of the Qualifying Jurisdictions other than British Columbia, Alberta, Ontario and 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) the Underwriters shall have received letters dated the Option Closing Date, in form and substance satisfactory to the Underwriters, addressed to the Underwriters and the directors of the Corporation from the Corporation's Auditors and the Corporation's Former Auditors confirming the continued accuracy of the comfort letters to be delivered to the Underwriters pursuant to subsection 4(a)(i) hereof with such changes as may be necessary to bring the information in such letters forward to a date not more than two Business Days prior to the Option Closing Date, which changes shall be acceptable to the Underwriters;

(c) the Underwriters shall have received a certificate in the form set out in subsection 9(l) dated as of the Option Closing Date;

(d) the Underwriters shall have received a certificate in the form set out in subsection 9(k) dated as of the Option Closing Date; and

(e) the Underwriters shall have received such other certificates, agreements, materials or documents as they may reasonably request.

In the event that the Corporation shall subdivide, consolidate, reclassify or otherwise change its Common Shares during the period in which the Over-Allotment Option is exercisable, appropriate adjustments will be made to the Offering Price and to the number of Additional Securities issuable on exercise thereof such that the Underwriters are entitled to arrange for the sale of the same number and type of securities that the Underwriters would have otherwise arranged for had they exercised such Over-Allotment Option immediately prior to such subdivision, consolidation, reclassification or change.

11. **Restrictions on Further Issues or Sales**. The Corporation agrees that it will not, 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, other than issuances in conjunction with: (i) the grant or exercise of stock options and other similar issuances pursuant to the share incentive plan of the Corporation and other share compensation arrangements, provided such options and others similar securities are granted or issued with an exercise price not less than the Offering Price; (ii) the exercise of outstanding warrants; (iii) any transaction with an arm's length third party whereby the Corporation directly or indirectly acquires shares or assets of a business; and (iv) the issuance of securities to a strategic investor in connection with a private placement, from the date hereof and continuing for a period of 90 days from the Closing Date without the prior written consent of the Lead Underwriter, such consent not to be unreasonably withheld or delayed.

12. **Lock-up Agreements.** The Corporation agrees that it will cause its directors and officers and each of such director's and officer's associates and affiliates (collectively, the "**Insiders**") to deliver signed agreements (the "**Lock-Up Agreements**"), in form and content acceptable to the Underwriters and their counsel, acting reasonably, to the Lead Underwriter on or before the Closing Time, pursuant to which the Insiders agree, for a period beginning on the date hereof and ending 90 days after the Closing Date, not to directly or indirectly, sell or agree to sell (or announce any intention to do so), any Common Shares or securities exchangeable or convertible into Common Shares without the prior written consent of the Lead Underwriter, such consent not to be unreasonably withheld or delayed, subject to customary exceptions.

13. **All Terms to be Conditions**. The Corporation agrees that the conditions contained in Section 9 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. It is understood that the Underwriters may waive, in whole or in part, or extend the time for compliance with, any of such terms and conditions without prejudice to the rights of the Underwriters in respect of any such terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Underwriters any such waiver or extension must be in writing.

14. **Termination Events.**

(a) All terms and conditions set out in this Agreement will be construed as conditions and any material breach or failure by the Corporation to comply with any such conditions in favour of the Underwriters will entitle the Underwriters (or any one of them) to terminate and cancel, without any liability on the part of the Underwriter, all of its obligations under this Agreement and the obligations of any Purchaser to purchase the Units, by notice in writing to that effect delivered to the Corporation prior to or at the Closing Time. The Corporation will use commercially reasonable efforts to cause all conditions in this Agreement over which it has control to be satisfied. It is understood that the Lead Underwriter may waive in whole or in part, or extend the time for compliance with, any of such terms and conditions without prejudice to their rights in respect of any subsequent breach or non-compliance; provided, however, that to be binding on an Underwriter, any such waiver or extension must be in writing and signed by such Underwriter.

(b) In addition to any other remedies which may be available to the Underwriters in respect of any default, act or failure to act, non-compliance with the terms of this Agreement by the Corporation, each of the Underwriters will be entitled, at its sole option, to terminate and cancel, without any liability on the part of the Underwriter, all of its obligations under this Agreement and the obligations of any Purchaser to purchase the Units, by notice in writing to that effect delivered to the Corporation prior to or at the Closing Time if:

(i) there will be any material change in the affairs of the Corporation or its Subsidiaries, or there should be discovered any previously undisclosed material fact (other than facts relating solely to an Underwriter) which, in either case, in the reasonable opinion of the Underwriters (or any of them), has or could reasonably be expected to have a significant adverse effect on the market price or value or marketability of the Common Shares, the Units or any other securities of the Corporation;

(ii) any order, inquiry, action, suit, investigation or other proceeding whether formal or informal (including matters of regulatory transgression or unlawful conduct) is instituted, announced or threatened or made by 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 against the Corporation or its Subsidiaries or any of their respective officers, directors or principal shareholders or any law or regulation is enacted or changed which in the opinion of the Underwriters (or any of them), acting reasonably, could operate to prevent or materially restrict the trading or value of the Common Shares, the Units or any other securities of the Corporation or materially and adversely affects or will materially and

adversely affect the market price or value of the Common Shares, the Units or any other securities of the Corporation;

(iii) there should develop, occur or come into effect or existence any event, action, state, accident, condition, terrorist event or major financial occurrence of national or international consequence or any law or regulation which in the opinion of the Underwriters (or any one of them) seriously adversely affects or involves or may seriously adversely affect or involve the Canadian financial markets or the business, operations or affairs of the Corporation and its Subsidiaries taken as a whole or the market price or value of the Units, Common Shares or other securities of the Corporation;

(iv) the Underwriters (or any of them) determine that the Corporation is in breach of a material term, condition or covenant of this Agreement or any material representation or warranty given by the Corporation in this Agreement is or becomes false; or

(v) a receipt for the Final Prospectus has not been issued by the Ontario Securities Commission, as principal regulator, by 5:00 p.m. (PST) on October 17, 2018.

(c) The Underwriters will use commercially reasonable efforts to give the notice to the Corporation as contemplated by subsection 14(b) the occurrence of any of the events or circumstances referred to therein, provided that neither the giving nor the failure to give such notice will in any way affect the Underwriters' entitlement to exercise their rights contained in Section 14 at any time through to the Closing Time.

Each Underwriter shall be entitled to terminate and cancel its obligations to the Corporation hereunder in accordance with this Section 14 by written notice to that effect given to the Corporation and the other Underwriters at any time prior to the Closing.

15. **Exercise of Termination Right.** The rights of termination contained in Section 14 may be exercised by each of the Underwriters and are in addition to any other rights or remedies the Underwriters may have in respect of any default, act or failure to act or non-compliance by the Corporation respect of any of the matters contemplated by this Agreement or otherwise. If this Agreement is terminated by any of the Underwriters pursuant to Section 14, there shall be no further liability to the Corporation on the part of such Underwriter or of the Corporation to such Underwriter, except in respect of any liability which may have arisen or may thereafter arise under Sections 17, 18 and 21. The right of the Underwriters or any one of them to terminate their respective obligations under this Agreement is in addition to such other remedies as they may have in respect of any default, act or failure to act of the Corporation in respect of any of the matters contemplated by this Agreement. A notice of termination given by one Underwriter under Section 14 shall not be binding upon the other Underwriters.

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

17. **Indemnity.**

(a) The Corporation hereby agrees to indemnify and save harmless to the maximum extent permitted by law, the Underwriters, their affiliates and their respective directors, officers, employees, partners, agents, advisors and shareholders (collectively, the "**Indemnified Parties**" and individually, an "**Indemnified Party**") from and against any and all losses, claims, actions, suits, proceedings, investigations, damages, liabilities or expenses of whatsoever nature or kind (excluding loss of profits), whether joint or several, including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims, and the fees, disbursements and taxes of their counsel in connection with any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party or in enforcing this indemnity (each a "**Claim**" and, collectively, the "**Claims**") to which an Indemnified Party may become subject or otherwise involved in any capacity insofar as the Claim relates to, is caused by, results from, arises out of or is based upon, directly or indirectly, this Agreement whether performed before or after the execution of this Agreement by the Corporation, including, without limitation, in any way caused by, or arising directly or indirectly from, or in consequence of:

(i) any misrepresentation (as such term is defined in the Securities Act (British Columbia)) or alleged misrepresentation contained in this Agreement, the Warrant Indenture, the Preliminary Prospectus or the Final Prospectus, or any amendments thereto, filed in connection with the sale of the Units pursuant to the Offering;

(ii) any information or statement (except any information or statement relating solely to the Underwriters) contained in this Agreement, the Warrant Indenture, the Preliminary Prospectus or the Final Prospectus or any certificate of the Corporation delivered under or pursuant to this Agreement which at the time and in light of the circumstances under which it was made contains or is alleged to contain a misrepresentation;

(iii) any omission or alleged omission to state, in this Agreement, the Warrant Indenture, the Preliminary Prospectus or the Final Prospectus or any certificate of the Corporation delivered under or pursuant to this Agreement, any fact (except facts relating solely to the Underwriters), whether material or not, required to be stated in such document or necessary to make any statement in such document not misleading in light of the circumstances under which it was made; or

(iv) the non-compliance or alleged non-compliance by the Corporation with any requirements of the Securities Act (British Columbia) or other applicable securities laws and regulations in connection with the Offering,

and to reimburse each Indemnified Party forthwith, upon demand, for any legal or other expenses reasonably incurred by such Indemnified Party in connection with any Claim.

(b) If and to the extent that a court of competent jurisdiction, in a final non-appealable judgment in a proceeding in which an Indemnified Party is named as a party, determines that a Claim was caused by or resulted from an Indemnified Party's material breach of this Agreement, breach of applicable laws, gross negligence or fraudulent act, this indemnity shall cease to apply to such Indemnified Party in respect of such Claim and such Indemnified Party shall reimburse any funds advanced by the Corporation to the Indemnified Party pursuant to this indemnity in respect of such Claim. The Corporation agrees to waive any right the Corporation might have of first requiring the 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.

(c) If any 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 against the Corporation, the Indemnified Party will give the Corporation prompt written notice of any such Claim of which the Indemnified Party has knowledge and the Corporation will undertake the investigation and defence thereof on behalf of the Indemnified Party, including the prompt employment of counsel acceptable to the Indemnified Parties affected and the payment of all expenses. Failure by the Indemnified Party to so notify shall not relieve the Corporation of its obligation of indemnification hereunder.

(d) No admission of liability and no settlement, compromise or termination of any Claim, or investigation shall be made without the consent of the Corporation and the consent of the Indemnified Parties affected, such consents not to be unreasonably withheld or delayed. Notwithstanding that the Corporation will undertake the investigation and defence of any Claim, the Indemnified Parties will have the right to employ one separate counsel in each applicable jurisdiction with respect to such Claim and participate in the defence thereof, but the fees and expenses of such counsel will be at the expense of the Indemnified Parties unless:

(i) employment of such counsel has been authorized in writing by the Corporation;

(ii) the Corporation has not assumed the defence of the action within a reasonable period of time after receiving notice of the claim;

(iii) the named parties to any such claim include the Corporation, and any of the Indemnified Parties, and the Indemnified Parties shall have been advised by counsel to the Indemnified Parties that there may be a conflict of interest between the Corporation and any Indemnified Party; or

(iv) there are one or more defences available to the Indemnified Parties which are different from or in addition to those available to the Corporation, as the case may be; in which case such fees and expenses of such counsel to the Indemnified Parties will be for the account of the Corporation. The rights accorded to the Indemnified Parties hereunder shall be in addition to any rights the Indemnified Parties may have at common law or otherwise.

(e) Without limiting the generality of the foregoing, this Indemnity shall apply to all reasonable expenses (including legal expenses), losses, claims and liabilities that the Underwriters may incur as a result of any action, suit, proceeding or claim that may be threatened or brought against the Corporation.

(f) 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 insufficient to hold them harmless, the Corporation agrees to 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 the one hand and the Indemnified Parties on the other, but also the relative fault of the parties and 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 the Indemnified Parties hereunder.

(g) The Corporation hereby constitutes the Lead Underwriter as trustee for each of the other Indemnified Parties of the covenants of the Corporation under this indemnity with respect to such persons and Lead Underwriter agrees to accept such trust and to hold and enforce such covenants on behalf of such persons.

(h) The Corporation agrees that, in any event, no Indemnified Party shall have any liability (either direct or indirect, in contract or tort or otherwise) to the Corporation, or any person asserting claims on their behalf or in right for or in connection with this Agreement, except to the extent that any losses, expenses, claims, actions, damages or liabilities incurred by the Corporation are determined by a court of competent jurisdiction in a final judgment (in a proceeding in which an Indemnified Party is named as a party) that has become non-appealable to have resulted from a material breach of this Agreement, breach of applicable laws, gross negligence or fraudulent act of such Indemnified Party.

(i) The Corporation agrees to reimburse each of the Underwriters monthly for the time spent by such Underwriters' personnel in connection with any Claim at their reasonable per diem rates. The Corporation also agrees that if any action, suit, proceeding or claim shall be brought against, or an investigation commenced in respect of the Corporation and any of the

Underwriters and personnel of such Underwriters shall be required to participate or respond in respect of or in connection with this Agreement, each such Underwriter shall have the right to employ its own counsel in connection therewith and the Corporation will reimburse such Underwriter monthly for the time spent by its personnel in connection therewith at their reasonable per diem rates together with such disbursements and reasonable out-of-pocket expenses as may be incurred, including fees and disbursements of such Underwriter's counsel.

(j) The indemnity and contribution obligations of the Corporation shall be in addition to any liability which the Corporation may otherwise have to the Indemnified Parties, shall extend upon the same terms and conditions to the Indemnified Parties and shall be binding upon and enure to the benefit of any successors, assigns, heirs and personal representatives of the Corporation, and any Indemnified Party. The foregoing provisions shall survive the completion of professional services rendered under this Agreement or any termination of the authorization given by this Agreement.

18. **Expenses.** The Corporation shall pay all reasonable expenses and fees in connection with the offering of Units contemplated by this Agreement, including, without limitation, expenses of or incidental to the issue, sale or distribution of the 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 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, all costs incurred in connection with the preparation and printing of the Offering Documents and certificates representing the Units, the miscellaneous fees and expenses of the Underwriters and the reasonable fees and disbursements of the Underwriters' counsel (to a maximum of $125,000 plus taxes and disbursements), whether or not the Offering is completed. All fees and expenses incurred by the Underwriters or on their behalf shall be payable by the Corporation immediately upon receiving an invoice therefor from the Underwriters and shall be payable whether or not the Offering is completed. At the option of the Underwriters, such fees and expenses may be deducted from the gross proceeds otherwise payable to the Corporation at Closing.

19. **Advertisements.** The Corporation acknowledges that the Underwriters shall have the right, subject always to subsections 3(a) and 3(c) of this Agreement, 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 Units contemplated herein as the Underwriters may consider desirable or appropriate and as may be permitted by applicable law. The Corporation and the Underwriters 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 Units shall be offered and sold being unavailable in respect of the sale of the Units to prospective purchasers.

20. **Underwriters' Obligations.** The Underwriters' obligations under this Agreement shall be several and not joint, and the Underwriters' respective obligations and rights and benefits hereunder shall be as to the following percentages:

Canaccord Genuity Corp.	-	65%
PI Financial Corp.	-	25%
Laurentian Bank Securities Inc.	-	10%

If an Underwriter does not complete the purchase and sale of its applicable percentage of the aggregate amount of the Units at the Closing Time for any reason whatsoever, including by reason of Section 14 hereof, the other Underwriters shall have the right, but shall not be obligated, to purchase the Units which would otherwise have been purchased by the Underwriter which fails to purchase. If, with respect to such Units, the non-defaulting Underwriters elect not to exercise such rights to assume the entire obligation of the defaulting Underwriter, then the Corporation shall have the right to either (i) proceed with the sale of the Units (less the defaulted Units) to the non-defaulting Underwriters; or (ii) terminate its obligations hereunder without liability except pursuant to the provisions of Sections 17, 18 and 21 in respect of the non-defaulting Underwriters.

Subject to compliance with Canadian Securities Laws, without affecting the firm obligation of the Underwriters to purchase from the Corporation 10,950,000 Units at the Offering Price in accordance with this Agreement, after the Underwriters have made reasonable efforts to sell all of the Units at the Offering Price, the Offering Price may be decreased by the Underwriters and further changed from time to time to an amount not greater than the Offering Price specified herein. Such decrease in the Offering Price will not affect the Underwriters' Commission to be paid by the Corporation to the Underwriters, and it will not decrease the amount of the net proceeds of the Offering to be paid by the Underwriters to the Corporation, before deducting the expenses of the Offering. The Underwriters will inform the Corporation if the Offering Price is decreased.

21. **Compliance with United States Securities Laws.**

(a) The Underwriters make the representations, warranties and covenants applicable to them in Schedule "A" hereto and agree, on behalf of themselves and their U.S. Affiliates (as such term is defined in Schedule "A" hereto), for the benefit of the Corporation and its advisors, to comply with the U.S. selling restrictions imposed by the laws of the United States and set forth in Schedule "A" and any exhibits hereto. Notwithstanding the foregoing provisions of this section, an Underwriter will not be liable to the Corporation under this section or Schedule "A" with respect to a violation by another Underwriter or its U.S. Affiliate(s) of the provisions of this section or Schedule "A" if the former Underwriter or its 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.

22. **Underwriters' Authority.** The Corporation shall be entitled to and shall act on any notice, request, direction, consent, waiver, extension and other communication given or

agreement entered into by or on behalf of the Underwriters by the Lead Underwriter who shall represent the Underwriters and have authority to bind the Underwriters hereunder, except for any waiver of a material condition under Section 9, any termination notice under Section 14, or any notice of Claim or settlement of any Claim under Section 17.

23. **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, Ontario L4V 1E3

Attention: Brian Athaide, Chief Executive Officer
E-Mail: info@tgod.ca

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

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

Attention: Desmond Balakrishnan and Barbara Collins
Fax: 604-865-7084

(b) to the Underwriters, to:

Canaccord Genuity Corp.
609 Granville Street, Suite 2100
Vancouver, British Columbia V7Y 1H2

Attention: Frank Sullivan
E-Mail: fsullivan@canaccordgenuity.com

PI Financial Corp.
Park Place
666 Burrard Street
Vancouver, British Columbia V6C 3N1

Attention: Blake Corbet
E-Mail: bcorbet@pifinancialcorp.com

Laurentian Bank Securities Inc.
600-324 8th Avenue SW
Calgary, Alberta T2P 2Z2

Attention: Alex Shegelman
E-Mail: shegelmana@lb-securities.ca

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

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

Attention: Peter McArthur
Fax: (604) 643-1200

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 emailed or faxed and receipt confirmed during normal business hours, 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, email or fax number.

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

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

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

27. **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.

28. **Entire Agreement.** This Agreement constitutes the only agreement between the parties with respect to the subject matter hereof and shall supersede any and all prior negotiations and understandings, 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.

29. **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.

30. **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.

31. **No Fiduciary Duty.** The Corporation hereby: (i) acknowledges and agrees that the transactions contemplated hereunder are arm's-length commercial transactions between the Corporation, on the one hand, and each of the Underwriters and any affiliate through which it may be acting, on the other; (ii) acknowledges and agrees that each of the Underwriters is acting as agent but not as fiduciary of the Corporation; (iii) acknowledges and agrees that the Corporation's engagement of each of the Underwriters in connection with the Offering and the process leading up to the Offering is as agent and not in any other capacity; (iv) acknowledges and agrees that each of the Underwriters have certain statutory obligations as registrants under Securities Laws and have certain relationships with their clients; and (v) consents to the Underwriters acting hereunder while continuing to act for their clients. To the extent that the Underwriters' statutory obligations as registrants under Securities Laws or relationships with their clients conflicts with their obligations hereunder, the Underwriters shall be entitled to fulfil their statutory obligations as registrants under Securities Laws and their duties to their clients. Nothing in this Agreement shall be interpreted to prevent the Underwriters from fulfilling their statutory obligations as registrants under Securities Laws or acting for their clients. Furthermore, the Corporation agrees that it is solely responsible for making its own judgments in connection with the Offering (irrespective of whether any of the Underwriters has advised or is currently advising the Corporation on related or other matters). The Underwriters 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 Underwriters have rendered advisory services beyond those, if any, required of an investment dealer by Securities Laws in respect of the Offering, or that the Underwriters owe a fiduciary or similar duty to the Corporation, in connection with such transaction or the process leading thereto.

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

33. **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.

34. **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.

35. **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 pages follow]

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

Yours very truly,

CANACCORD GENUITY CORP.

Per: *"Frank Sullivan"*
Authorized Signing Officer

PI FINANCIAL CORP.

Per: *"Blake Corbet"*
Authorized Signing Officer

LAURENTIAN BANK SECURITIES INC.

Per: *"Alex Shegelman"*
Authorized Signing Officer

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

DATED as of the 4th day of October, 2018.

THE GREEN ORGANIC DUTCHMAN HOLDINGS LTD.

Per: *"Brian Athaide"*
Authorized Signing Officer

SCHEDULE "A"

COMPLIANCE WITH UNITED STATES SECURITIES LAWS

As used in this Schedule "A" and related exhibits, capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the Underwriting Agreement to which this Schedule "A" is annexed and to which it forms a part 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) "**Affiliate**" means an "affiliate" as defined in Rule 405 under the U.S. Securities Act;

(b) "**Directed Selling Efforts**" means "directed selling efforts" as defined in Rule 902(c) of Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule "A" and related exhibits, it means, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Offered Securities and includes, without limitation, the placement of an advertisement in a publication with a general circulation in the United States that refers to the offering of the Units;

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

(d) "**General Solicitation**" and "**General Advertising**" means "general solicitation" and "general advertising," respectively, as those terms are used in Rule 502(c) of Regulation D under the U.S. Securities Act, 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;

(e) "**Qualified Institutional Buyer**" or "**QIB**" means a "qualified institutional buyer" as defined in Rule 144A;

(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) "**Rule 144A**" means Rule 144A under the U.S. Securities Act;

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

(j) "**U.S. Affiliate**" means the United States duly registered broker-dealer affiliate of each of the Underwriters;

(k) "**U.S. Memorandum**" means the final U.S. private placement memorandum (including a Qualified Institutional Buyer Letter) describing the offer and sale of the Units to, or for the account or benefit of, persons in the United States and U.S. Persons pursuant to Rule 144A, in a form satisfactory to the Underwriters and the Corporation, to which will be attached the Final Prospectus; and

(l) "**U.S. Preliminary Memorandum**" means the preliminary U.S. private placement memorandum (including a Qualified Institutional Buyer Letter) describing the offer and sale of the Units to, or for the account or benefit of, persons in the United States and U.S. Persons pursuant to Rule 144A, in a form satisfactory to the Underwriters and the Corporation, to which will be attached the Preliminary Prospectus.

2. MATTERS RELATING TO THE CORPORATION

The Corporation represents, warrants and covenants with each of the Underwriters that facilitates sales in the United States or a U.S. Person that:

(a) the Corporation is, and as of the Closing Date and the Option Closing Date (if any) reasonably believes it will be a Foreign Issuer and reasonably believes there is, and as of the Closing Date and the Option Closing Date (if any) there will be no Substantial U.S. Market Interest in any class of the Corporation's securities;

(b) none of the Corporation, its affiliates or any person acting on any of their behalf (other than the Underwriters, the U.S. Affiliates, any Selling Firm, or any person acting on any of their behalf 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 Units or has made or will make any offer to sell, solicitation of an offer to buy or sale of Units to, or for the benefit or account of, a person in the United States or a U.S. Person except through or as instructed by the Underwriters and the U.S. Affiliates in the manner provided for in Section 3 of this Schedule "A";

(c) none of the Corporation, its affiliates or any person acting on any of their behalf (other than the Underwriters, the U.S. Affiliates, any Selling Firm or any person acting on any of their behalf, in respect of which no representation, warranty or covenant is made) has made or will make: (A) any offer to sell, or any solicitation of an offer to buy, any Units to, or for the account or benefit of, any person in the United States or a U.S. Person; or (B) any sale of Units unless, at the time the buy order was or will have been originated, the Subscriber is (i) outside the United States and not a U.S. Person or (ii) the Corporation, its affiliates, and any person acting on its or their behalf reasonably believes that the Subscriber is outside the United States and not a U.S. Person.

(d) the Corporation is not, and will not be as a result of the sale of the Units, an "investment company" pursuant to the provisions of the United States Investment Company Act of 1940, as amended;

(e) none of the Corporation, its affiliates or any person acting on any of their behalf (other than the Underwriters, the U.S. Affiliates, any Selling Firm, or any person acting on any of their behalf, 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 offers and sales of Units 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 offers or sales of the Units;

(f) none of the Corporation, its affiliates or any person acting on any of their behalf (other than the Underwriters, the U.S. Affiliates, any Selling Firm, or any person acting on any of their behalf as to whom the Corporation makes no representation, warranty or covenant), has taken or will take any action that would cause the exemption from the registration requirements of the U.S. Securities Act provided by Rule 144A or the exclusion from the registration requirements of the U.S. Securities Act provided by Rule 903 of Regulation S to be unavailable for the offer and sale of the Units pursuant to the Underwriting Agreement (including this Schedule “A”);

(g) 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;

(h) the Units are not, and as of the Closing Time and any Option Closing Time, if applicable, the Units will not be, and no securities of the same class as the Units are or will be, listed on a national securities exchange in the United States registered under Section 6 of the U.S. Exchange Act, quoted in an "automated inter-dealer quotation system", as such term is used in the U.S. Exchange Act, or convertible or exchangeable at an effective conversion premium (calculated as specified in Section (a)(6) of Rule 144A) of less than ten percent for securities so listed or quoted;

(i) for so long as any of the Units are outstanding and are “restricted securities” within the meaning of Rule 144(a)(3) under the U.S. Securities Act and may not be resold pursuant to Rule 144(b)(1) under the U.S. Securities Act, and if the Corporation is not subject to and in compliance with the reporting requirements of Section 13 or Section 15(d) of the United States Securities Exchange Act of 1934, as amended, or exempt from such reporting requirements pursuant to Rule 12g3-2(b) thereunder, the Corporation will provide to any holder of such securities and any prospective purchaser of such securities designated by such holder, upon the request of such holder or prospective purchaser, at or prior to the time of resale, the information required to be provided by Rule 144A(d)(4) under the U.S. Securities Act (so long as the provisions of such information is required in order to permit resales of such securities pursuant to Rule 144A);

(j) 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 Units 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;

(k) the Corporation will use its reasonable efforts, with the cooperation of and coordination with the Underwriters (including, but not limited to reasonable or required information requested from the Underwriters or their U.S. Affiliates), within prescribed time periods, prepare and file any forms or notices required to be filed under the U.S. Securities Act or applicable state securities laws in connection with the offer and sale of the Units to, or for the account or benefit of, persons in the United States or U.S. Persons pursuant to this Schedule “A”;

(l) none of the Corporation or 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; and

(m) 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 UNDERWRITERS

Each Underwriter, on behalf of itself and its U.S. Affiliate, acknowledges that the Units have not been and will not be registered under the U.S. Securities Act or applicable state securities laws of the United States, and the Units may only be offered in transactions exempt from, or not subject to, the registration requirements of the U.S. Securities Act and applicable state securities laws of the United States. Accordingly, each Underwriter, on behalf of itself and its U.S. Affiliate, represents, warrants and covenants, severally but not jointly, nor jointly and severally, in connection with the offer of the Units by such Underwriter and its U.S. Affiliate that:

(a) it has not offered and will not offer or sell any Units except (i) outside of the United States to non-U.S. Persons in “offshore transactions,” as such term is defined in Regulation S, in accordance with Rule 903 of Regulation S, and (ii) to, or for the account or benefit of, U.S. Persons and persons in the United States, as provided in this Schedule “A”. Accordingly, except as permitted by subparagraphs (b) through (m) below, none of such Underwriter, its affiliates, including the U.S. Affiliate, or any person acting on any of their behalf:

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

(ii) has made or will make any sale of Units 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 such Underwriter, U.S. Affiliate or person acting on any of 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 a U.S. Person; or

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

(b) none of it, its affiliates or any person acting on any of 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 and sales of the Units to, or for the account or benefit of, persons in the United States and U.S. Persons;

(ii) any conduct in violation of Regulation M under the U.S. Exchange Act in connection with offers and sales of the Units in the United States; or

(iii) any action that would cause the exemption from the registration requirements of the U.S. Securities Act provided by Rule 144A to be unavailable for offers and sales of the Units to, or for the account or benefit of, persons in the United States and U.S. Persons or the exclusion from the registration requirements of the U.S. Securities Act provided by Rule 903 of Regulation S to be unavailable for offers and sales of the Units outside the United States to non-U.S. Persons;

(c) all offers and sales of the Units in the United States have been or will be effected through its U.S. Affiliate, which on the dates of all such offers and subsequent sales was and will be duly registered as a broker-dealer under the U.S. Exchange Act and under all applicable state securities laws 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); and its U.S. Affiliate that purchases Units is and will be a Qualified Institutional Buyer on the date hereof and at the Closing Date and any Option Closing Date;

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

(i) a copy of the U.S. Preliminary Memorandum and/or the U.S. Memorandum (if then available) to each offeree of Units that is, or is acting for the account or benefit of, a person in the United States or a U.S. Person (and no other written material will be used in connection with the offer or sale); and

(ii) prior to the time of sale by the Corporation or the Underwriter and its U.S. Affiliate, as applicable, a copy of the U.S. Memorandum to each purchaser of Units that is, or is acting for the account or benefit of, a person in the United States or a U.S. Person and each purchaser that was offered Units in the United States (a "**U.S. Purchaser**");

(e) all U.S. Purchasers of the Units purchasing pursuant to Rule 144A shall purchase such Units from the Underwriter or its U.S. Affiliate acting as principal;

(f) any offer, sale or solicitation of an offer to buy Units 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 to a person it reasonably believes to be a Qualified Institutional Buyer who (i) for its own account or (ii) for the account of a Qualified Institutional Buyer with respect to which it exercises sole investment discretion in a transaction that is exempt from registration under the U.S. Securities Act pursuant to Rule 144A and in compliance with, or pursuant to an

exemption from, the registration or qualification requirements of all applicable state securities laws;

(g) all U.S. Purchasers of the Units shall be informed that such securities have not been and will not be registered under the U.S. Securities Act or applicable state securities laws of the United States and are being offered and sold to such purchasers in reliance on an exemption from the registration requirements of the U.S. Securities Act provided by Rule 144A and similar exemptions under applicable state securities laws of the United States;

(h) each Qualified Institutional Buyer solicited by the Underwriters or its U.S. Affiliate has been or will be informed that the Units are “restricted securities” as defined in Rule 144(a)(3) under the U.S. Securities Act that will not be represented by certificates that bear a U.S. restricted legend or identified by a restricted CUSIP number, are subject to restrictions if in the future it decides to offer, sell, pledge, or otherwise transfer, directly or indirectly, any of such Underwritten Securities as set forth in the U.S. Memorandum and Qualified Institutional Buyer Letter (Exhibit I to the U.S. Memorandum), and that it must implement appropriate internal controls and procedures to ensure that such Offered Securities shall be properly identified in its records as restricted securities that are subject to the transfer restrictions set forth therein notwithstanding the absence of a U.S. restricted legend or restricted CUSIP number;

(i) at least two (2) days prior to the Closing Date and any Option Closing Date, if applicable, the Underwriter will provide the Corporation with a list of all U.S. Purchasers of the Units solicited by it and its U.S. Affiliate (and, for each such U.S. Purchaser, the specific exemption relied upon, the name of the Underwriter/U.S. Affiliate associated with the sale, the number of Units purchased and their full address);

(j) 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 Underwriter, 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 a Qualified Institutional Buyer;

(k) prior to completion of any sale of Units in the United States or to, or for the account or benefit of, a U.S. Purchaser and at least two business (2) days prior to the Closing Date and any Option Closing Date, if applicable, the Underwriters will cause each U.S. Purchaser that is a Qualified Institutional Buyer to properly complete, execute and deliver a Qualified Institutional Buyer Letter (Exhibit I to the U.S. Memorandum), including any schedules and exhibits attached thereto;

(l) at or prior to the Closing Date and any Option Closing Date, if applicable, each Underwriter, together with its U.S. Affiliate, offering Units to, or for the account or benefit of, U.S. Persons or persons in the United States, will provide a certificate, in the form of Exhibit 1 to this Schedule “A” relating to the manner of the offer of such securities 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 or sell such securities to, or for the account or benefit of, U.S. Persons or persons in the United States;

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

(n) it shall require 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 each Selling Firm complies with, the provisions of this Schedule “A” as if such provisions applied to such party.

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 and any Option Closing Date, as applicable.

EXHIBIT 1 TO SCHEDULE "A" – UNDERWRITERS' CERTIFICATE

In connection with the private placement in the United States or to, or for the account or benefit of, U.S. Persons or persons in the United States of the Units of The Green Organic Dutchman Holdings Ltd. (the "**Corporation**") pursuant to the underwriting agreement dated October 4, 2018 among the Corporation and the Underwriters named therein (the "**Underwriting Agreement**"), each of the undersigned do hereby certify to the Corporation in connection with the offer of such securities by them as follows:

1. the Units have been offered in the United States only by the U.S. Affiliate, which is and was at the time of all offers and sales 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 or sales 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 and sales of Units in the United States 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 Units who is, or is acting for the account or benefit of, a U.S. Person or person in the United States was provided with a copy of one or both of the U.S. Preliminary Memorandum or (if then available) the U.S. Memorandum, and all exhibits or attachments thereto, and each U.S. Purchaser of Units was provided with a copy of the U.S. Memorandum prior to its purchase of such securities, and no other written material has been used by us in connection with the offer and sale of such securities to, or for the account or benefit of, U.S. Persons and persons in the United States;

3. immediately prior to our transmitting such U.S. Preliminary Memorandum and/or U.S. Memorandum to offerees that were, or that were acting for the account or benefit of, U.S. Persons or persons in the United States, we had reasonable grounds to believe and did believe that each such offeree was, and we continue to believe that each U.S. Purchaser is, a Qualified Institutional Buyer;

4. (i) no Directed Selling Efforts were engaged in and (ii) no form of General Solicitation or General Advertising was used by us in connection with the offer of the Units to, or for the account or benefit of, U.S. Persons or persons in the United States nor have we solicited offers for or offered to sell or sold the Units 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 each U.S. Purchaser that is a Qualified Institutional Buyer to execute and deliver a Qualified Institutional Buyer Letter (Exhibit I to the U.S. Memorandum), including any schedules and exhibits attached thereto, and have delivered such properly completed and executed letters, if possible, at least two (2) days prior to the Closing Date and any Option Closing Date, if applicable;

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

7. the offer of the Units has been conducted by us in accordance with the terms of the Underwriting Agreement, including Schedule “A” thereto.

Unless otherwise defined, terms used in this certificate have the meanings given to them in the Underwriting Agreement, including Schedule “A” thereto. The Corporation and its counsel shall be entitled to rely on delivery of an electronic mail or facsimile copy of this Underwriter’s Certificate and the representations and warranties contained herein, and this Underwriters’ Certificate may be relied upon by counsel for the Corporation as if originally issued to such counsel. A newly executed copy of this Underwriters Certificate shall be provided in connection with any subsequent closing date, including, but not limited to, any Option Closing Date.

DATED this _____ day of ________________, 2018.

[NAME OF UNDERWRITER]	[NAME OF U.S. BROKER-DEALER AFFILIATE]
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%
TGOD Acquisition Corporation	Canada	100%
Medican Organic Inc.	Québec	100%
9371-8633 Québec Inc.	Québec	49.99%
Epican Medicinals Ltd.	Jamaica	49.18%
TGOD Europe B.V.	Netherlands	100%
HemPoland sp. z o.o.	Poland	100%
Green Absolutes sp. z o.o.	Poland	100%
PHK sp. z o.o.	Poland	100%
The Green Organic Colombia SAS	Colombia	100%
The Green Organic Hellas SA	Greece	100%