

## UNDERWRITING AGREEMENT

December 2, 2019

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 “**Underwriter**”), understands that The Green Organic Dutchman Holdings Ltd. (the “**Corporation**”) proposes to issue and sell to the Underwriter, or to substituted purchasers (the “**Substituted Purchasers**”) who agree to make such purchases in place of the Underwriter, where such Substituted Purchasers are resident in the Qualifying Jurisdictions, 32,000,000 units of the Corporation (the “**Base Units**”), subject to the terms and conditions set out below at a purchase price of \$0.75 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-half of one transferable Common Share purchase warrant (each whole warrant, a “**Warrant**”). Each Warrant shall entitle the holder thereof to acquire one Common Share (a “**Warrant Share**”) at an exercise price of \$1.00 per Warrant Share for a period of 36 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 Underwriter agrees to act as underwriter 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 Underwriter or such Substituted Purchasers the Base Units on the Closing Date (as hereinafter defined) at the Offering Price for an aggregate purchase price of \$24,000,000.

The Corporation also hereby grants the Underwriter an option (the “**Over-Allotment Option**”) for the purposes of covering the Underwriter’s “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 Underwriter’s sole discretion, to acquire up to an additional 4,800,000 Units of the Corporation (the “**Additional Units**”) at the Offering Price for additional gross proceeds of up to \$3,600,000 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 Underwriter: (i) to acquire Additional Units at the Offering Price; or (ii) to acquire additional Warrants (the “**Additional Warrants**”, and collectively with the Additional Units, the “**Additional Securities**”) at a price of \$0.10 per Additional Warrant; or (iii) to acquire any combination of Additional Units and Additional Warrants, so long as the aggregate number of Additional Warrants that may be issued under such Over-Allotment Option does not exceed 2,400,000 Additional Warrants. Each Additional Warrant shall have the same terms as the Warrants and will be issued pursuant to the Warrant Indenture. If the Underwriter elects to exercise such Over-Allotment Option, the 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 Underwriter 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) three 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, the Underwriter agrees to purchase or arrange for Substituted Purchasers to purchase such Additional Securities.

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 Underwriter understands 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**”).

The Underwriter may offer the Units at a price less than the Offering Price as described in further detail in Section 21 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).

To the extent that Substituted Purchasers purchase the Units at the Closing Time (as hereinafter defined), the obligations of the Underwriter 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 Underwriter, as the initial committed purchaser, and to the Substituted Purchasers, if any.

The Underwriter 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. The fee payable to any such investment dealer who is a member of any Selling Group shall be for the account of the Underwriter.

In consideration of the Underwriter’s services to be rendered in connection with the Offering, including the agreement of the Underwriter 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: (1) pay to the Underwriter 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, Additional Units and Additional Warrants sold hereunder, and (2) issue to the Underwriter at Closing a number of non-transferable Common Share purchase warrants (each, an “**Underwriter’s Warrant**”) equal to 6.0% of the aggregate number of Base Units and Additional Units sold hereunder. Each Underwriter’s Warrant shall be exercisable to acquire one Common Share (each, an “**Underwriter’s Warrant Share**”) at a price of \$1.00 at any time and from time to time on or before the date that is 36 months after the Closing Date.

The following schedule attached to this Agreement is deemed to be a part hereof and is hereby incorporated by reference herein:

Schedule “A” – List of Subsidiaries

### DEFINITIONS

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

“**Additional Shares**” means Common Shares issued as a component of Additional Units issued upon the exercise of the Over-Allotment Option;

“**Additional Warrants**” means Warrants issued upon the exercise of the Over-Allotment Option;

“**Anti-Terrorism Laws**” has the meaning ascribed thereto in subsection 7(xxx) 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;

“**Cannabis Act**” means the *Cannabis Act* (Canada) and the regulations promulgated thereunder;

“**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 Underwriter or Substituted Purchasers on the Closing Date of the Units as contemplated by this Agreement;

**“Closing Date”** means December 17, 2019 or such other date as the Corporation and the Underwriter may agree, but in any event, no later than 42 days after the date of the receipt for the Final Prospectus;

**“Closing Time”** means 8:00 a.m. (Toronto time) on the Closing Date or such other time on the Closing Date as the Corporation and the Underwriter 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;

**“Disclosure Documents”** means (i) all information regarding the Corporation that has been filed on SEDAR since January 1, 2019, including all financial statements, annual information forms, press releases, material change reports, prospectuses and information circulars, and (ii) the audited annual financial statements for the periods ended December 31, 2017 and 2016 together with the accompanying management’s discussion and analysis;

**“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(xxx) 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;

**"knowledge of the Corporation"** means the actual knowledge of Brian Athaide, Csaba Reider, Sean Bovingdon and Anna Stewart, after having made reasonable inquiries and investigations;

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

**"Letter Agreement"** means the letter agreement dated November 25, 2019 between the 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* (Ontario);

**"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(xxx) 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 8:00 a.m. (Toronto time) on the Option Closing Date or such other time on the Option Closing Date as the Corporation and the 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 December 2, 2019 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;

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

“**Securities**” means the Base Units, Unit Shares, Warrants, Warrant Shares, Additional Units, Additional Shares, Additional Warrants, Underwriter’s Warrants and Underwriter’s Warrant Shares;

“**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)(ii);

“**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 “A” 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;

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

“**Underwriter’s Warrant**” has the meaning ascribed thereto on the face page of this Agreement;

“**Underwriter’s Warrant Shares**” has the meaning ascribed thereto on the face page of this Agreement;

“**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. 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.

“**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.

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.

## **TERMS AND CONDITIONS**

1. **Compliance With Securities Laws.** The Corporation represents and warrants to, and covenants and agrees with, the Underwriter that the Corporation will as soon as possible and in any event no later than 3:00 p.m. (Toronto time) on December 2, 2019 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. (Toronto time) on December 9, 2019 (or, in any case, by such later date or dates as may be determined by the Underwriter 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, the Underwriter’s Warrants 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 Underwriter 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 Shares, Warrant Shares and Underwriter’s 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 Underwriter to review each of the Preliminary Prospectus and the Final Prospectus and shall allow the Underwriter to conduct any due diligence investigations which it 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 Underwriter.**

- (a) The Underwriter shall, and shall require any investment dealer or broker (other than the Underwriter) with which the Underwriter has a contractual relationship in respect of the distribution of the Units or who are otherwise offered selling group participation by the Underwriter (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 Underwriter 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 Underwriter 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 Underwriter 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 Underwriter 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 Underwriter 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 Underwriter 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 Underwriter 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 the Underwriter:
  - (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 Underwriter, acting reasonably, addressed to the Underwriter and the directors of the Corporation, from the Corporation’s Auditor with respect to financial and accounting information relating to the Corporation contained in the Final Prospectus derived from the Corporation’s audited annual financial statements for the years ended December 31, 2018 and 2017 and the Corporation’s unaudited financial statements for the three and nine months ended September 30, 2019 and 2018, which letter shall be based on a review by the Corporation’s Auditors within a cut-off date of not more than two Business Days prior to the date of the letter, which letter shall be in addition to any auditors’ consent letters or comfort letter addressed to the Canadian Securities Regulators;
  - (ii) 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, the Warrant Shares and the Underwriter’s 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**”); and
  - (iii) prior to the filing of the Final Prospectus with the Canadian Securities Regulators, written confirmation from the Corporation that it has filed all required documents and paid all required fees to the OTCQB in order to make a market for the Warrants.
- (b) During the distribution of the Units:
  - (i) the Corporation and the Underwriter shall approve in writing, a template version of any Marketing Materials reasonably requested to be provided by the Underwriter 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 Underwriter, 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 Underwriter's 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 Securities 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 Underwriter, 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 Underwriter.
- (c) The Corporation shall also prepare and deliver promptly to the Underwriter 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 and any Supplementary Material by the Corporation shall constitute the representation and warranty of the Corporation to the Underwriter that, as at their respective dates of filing:
  - (i) all information and statements (except information and statements relating solely to the Underwriter and provided by the Underwriter in writing) contained in the Preliminary Prospectus or the Final Prospectus and any Supplementary Material, 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 Underwriter) 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 Underwriter and provided by the Underwriter 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 Underwriter's use of the Preliminary Prospectus, the Final Prospectus and any Supplementary Material in connection with the distribution of the Units in the Qualifying Jurisdictions unless otherwise advised in writing.

- (e) The Corporation shall cause commercial copies of the Preliminary Prospectus, the Final Prospectus and any Supplementary Material to be delivered to the Underwriter without charge, in such numbers and in such cities as the Underwriter may reasonably request by written instructions to the Corporation's financial printer of the Preliminary Prospectus, the Final Prospectus and any Supplementary Material given forthwith after the Underwriter has been advised that the Corporation has complied with the Securities Laws in the Qualifying Jurisdictions. Such delivery shall be effected as soon as possible and, in any event, on or before a date which is two Business Days after the Canadian Securities Regulators have issued a receipt for the 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 Underwriter notifying the Corporation of the completion of the distribution of the Units, the Corporation shall promptly inform the Underwriter (and if requested by the Underwriter, 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 or any Supplementary Material (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 Underwriter 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 Underwriter under subsection 5(a) hereof and shall consult with the Underwriter 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 Underwriter and its 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 Underwriter, acting reasonably, requires the filing of any Supplementary Material, upon written notice from the Underwriter, the Corporation shall, to the satisfaction of the Underwriter, 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 Underwriter 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 December 9, 2019, or such earlier or later date as agreed to by the Corporation and the Underwriter, in writing, and obtain a receipt therefor;
- (b) will advise the Underwriter, 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 Underwriter of each such filing and copies of such receipts;

- (c) will advise the Underwriter, 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) 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 36 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 Underwriter may approve, acting reasonably, to the date that is 36 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) will file with the OTCQB all required documents and pay all required fees, and do all things required by the rules and policies of the OTCQB in order to make a market for the Warrants;
- (h) during the distribution of the Units, the Corporation will consult with the Underwriter and promptly provide to the Underwriter drafts of any press releases of the Corporation for review by the Underwriter and the Underwriter's counsel prior to issuance, provided that any such review will be completed in a timely manner; and
- (i) 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 Underwriter and acknowledges that the Underwriter is 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 "A" 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, the Warrant Shares, the Additional Units, the Additional Shares, the Additional Warrants, the Underwriter's Warrants and the Underwriter's Warrant Shares;
- (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 non-compliance 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 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 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 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);
- (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, Additional Warrants, Underwriter's Warrants and, upon the due conversion of the Warrants, the Additional Warrants and the Underwriter's Warrants in accordance with the provisions thereof, the Warrant Shares and Underwriter's Warrants 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, 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 in relation to Epican Medicinals Ltd. and 9371-8633 Quebec Inc., there are no voting trusts or agreements, shareholders' agreements, 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, Warrant Shares and Underwriter's 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 September 30, 2019;

- (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;
- (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) 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 agreements providing for restricted cash in relation to the construction of the Corporation's cultivation facilities near Hamilton, Ontario and Valleyfield, Quebec, 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 material 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 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;
- (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 Underwriter 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 facts or material changes relating to the Corporation or any Subsidiary required to be disclosed pursuant to applicable Canadian Securities Laws which are not referenced in the Offering Documents;
- (ww) information available on the Corporation's profile at [www.sedar.com](http://www.sedar.com) was accurate and complete on the date of filing such information and such information did not contain a misrepresentation as of such date;
- (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 Underwriter, including all financial, marketing and operational information provided to the Underwriter, as of the date of such information, (i) are true and correct in all material respects, (ii) do not contain a misrepresentation, and (iii) 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 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 consents to the use by the Underwriter of the Offering Documents in connection with the distribution of the Units in the Qualifying Jurisdictions in compliance with the provisions of this Agreement;
- (fff) 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;
- (ggg) 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;
- (hhh) 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;
- (iii) 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;

- (jjj) 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;
- (kkk) 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;
- (lll) 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;

- (mmm) 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;
- (nnn) 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;
- (ooo) 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 Underwriter, 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;
- (ppp) the statements set forth in the Prospectus under the headings "Eligibility for Investment" and "Certain Canadian Federal Income Tax Considerations" are accurate, subject to the limitations and qualifications set out therein;
- (qqq) the Corporation has not withheld and will not withhold from the Underwriter prior to the Closing Time, any material facts relating to the Corporation, any of its Subsidiaries or the Offering;
- (rrr) the Corporation has provided the Underwriter with copies of all material documents and correspondence relating to the licenses (the "**Licenses**") issued by Health Canada pursuant to the Cannabis Act to the Corporation

and any Subsidiary. The Corporation and its Subsidiaries are in compliance with the terms and conditions of all such Licenses and all other licences required in connection with their respective businesses and the Corporation does not anticipate any variations or difficulties in renewing such Licenses 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 Licenses or require the Corporation or any Subsidiary to obtain any new license under the Cannabis Act;

- (sss) neither the Corporation nor any Subsidiary is required to obtain any permits or licences other than the Licenses pursuant to the Cannabis Act 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;
- (ttt) 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;
- (uuu) 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;
- (vvv) 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;

- (www) other than the Underwriter and FTI Capital Advisors – Canada ULC pursuant to the engagement agreement dated October 9, 2019 as amended October 20, 2019, 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
- (xxx) 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 1970, as amended; Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001 (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 2001, Public Law 107-56, 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 Underwriter 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.

Wherever in this Section 7 the Corporation has given a representation and warranty respecting Epican Medicinals Ltd. as a Subsidiary of the Corporation, such representation and warranty is expressly qualified as being to the knowledge of the Corporation.

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 Torys LLP in Toronto, Ontario, or at such other place as the 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 Underwriter confirmation of an electronic deposit of the Units with CDS Clearing and Depository Services Inc. (“**CDS**”) as directed by the Underwriter, through the non-certificated inventory system of CDS or as otherwise directed by the Underwriter in writing, and certificates representing the Underwriter’s Warrants, against payment by the Underwriter 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 Underwriter payable by the Corporation to the Underwriter in accordance with Section 18 hereof.

9. **Underwriter’s Obligation to Purchase.** The obligation of the Underwriter to purchase the Units at the Closing Time shall be subject to the following conditions (it being understood that the Underwriter 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 Underwriter 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 issue to the Underwriter the Underwriter’s Warrants, 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 Underwriter 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 Underwriter shall have received executed Lock-Up Agreements in favour of the Underwriter as required pursuant to Section 12 of this Agreement;



- (g) the Underwriter shall have received an executed copy of the Warrant Indenture;
- (h) the Underwriter shall have received an opinion, dated the Closing Date and subject to customary qualifications, of Torys LLP the Corporation's legal counsel, addressed to the Underwriter as to all legal matters customarily and reasonably requested by the Underwriter 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 Ontario and Alberta 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) the Underwriter 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 Corporation, The Green Organic Dutchman Ltd., The Green Organic Hemp Ltd., Medican Organic Inc., 9371-8633 Québec Inc., HemPoland sp. z.o.o., PHK sp. z.o.o. and Green Absolutes sp. z.o.o., and such other legal matters reasonably requested by the Underwriter;
- (j) the Underwriter 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;
- (k) the Underwriter shall have received a certificate, dated the Closing Date, of such two senior officers of the Corporation as are acceptable to the Underwriter, addressed to the Underwriter, 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.
- 
- (l) the Underwriter shall have received a letter dated as of the Closing Date, in form and substance satisfactory to the Underwriter, addressed to the Underwriter and the directors of the Corporation from the Corporation's Auditor, confirming the continued accuracy of the comfort letter to be delivered to the Underwriter pursuant to subsection 4(a)(i) hereof with such changes as may be necessary to bring the information in such letter forward to a date not more than two Business Days prior to the Closing Date, which changes shall be acceptable to the Underwriter;
  - (m) the Unit Shares, Warrant Shares and Underwriter's 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;
  - (n) the Underwriter 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;
  - (o) the Underwriter 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
  - (p) the Underwriter 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 Underwriter's 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 Underwriter 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 Underwriter any such waiver or extension must be in writing):

- (a) the Underwriter shall have received an opinion, dated the Option Closing Date and subject to customary qualifications, of Torys LLP, the Corporation's legal counsel, addressed to the Underwriter and its 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 Ontario and Alberta 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 Underwriter shall have received a letter dated as of the Option Closing Date, in form and substance satisfactory to the Underwriter, addressed to the Underwriter and the directors of the Corporation from the Corporation's Auditors confirming the continued accuracy of the comfort letter to be delivered to the Underwriter pursuant to subsection 4(a)(i) hereof with such changes as may be necessary to bring the information in such letter forward to a date not more than two Business Days prior to the Option Closing Date, which changes shall be acceptable to the Underwriter;
- (c) the Underwriter shall have received a certificate in the form set out in subsection 9(k) dated as of the Option Closing Date;
- (d) the Underwriter shall have received a certificate in the form set out in subsection 9(j) dated as of the Option Closing Date; and
- (e) the Underwriter 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 Underwriter is entitled to arrange for the sale of the same number and type of securities that the Underwriter would have otherwise arranged for had it 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 Underwriter, such consent not to be unreasonably withheld.

12. **Lock-up Agreements.** The Corporation agrees that it will cause its directors and senior officers and each of such director's and senior officer's associates and affiliates (collectively, the "Insiders") to deliver signed agreements (the "**Lock-Up Agreements**"), in form and content acceptable to the Underwriter and its counsel, acting reasonably, to the Underwriter on or before the Closing Time, pursuant to which the Insiders agree 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, other than issuances in conjunction with: (i) the grant or exercise of stock options and other share compensation arrangements, provided such options and other similar securities are granted or issued with an exercise price not less than the offering price of the Units; or (ii) the exercise of outstanding warrants, from the date hereof and continuing for a period of 90 days from the Closing Date without the prior written consent of the Underwriter, such consent not to be unreasonably withheld.

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 Underwriter 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 Underwriter in respect of any such terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Underwriter 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 Underwriter will entitle the Underwriter (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 Underwriter 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 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 the Underwriter.
- (b) In addition to any other remedies which may be available to the Underwriter in respect of any default, act or failure to act, non-compliance with the terms of this Agreement by the Corporation, the Underwriter 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 Underwriter, 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 Underwriter, 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 Underwriter 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 Underwriter determines 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. (Toronto time) on December 10, 2019.
- (c) The Underwriter 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 Underwriter's entitlement to exercise its rights contained in Section 14 at any time through to the Closing Time.

The 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 at any time prior to the Closing.

15. **Exercise of Termination Right.** The rights of termination contained in Section 14 may be exercised by the Underwriter and are in addition to any other rights or remedies the Underwriter 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 the Underwriter pursuant to Section 14, there shall be no further liability to the Corporation on the part of the Underwriter or of the Corporation to the Underwriter, except in respect of any liability which may have arisen or may thereafter arise under Sections 17 and 18. The right of the Underwriter to terminate its obligations under this Agreement is in addition to such other remedies it may have in respect of any default, act or failure to act of the Corporation in respect of any of the matters contemplated by this Agreement.

16. **Survival of Representations and Warranties.** The representations, warranties, covenants and indemnities of the Corporation and the Underwriter 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 Underwriter, its 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* (Ontario)) 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 or in any documents incorporated therein by reference;

- (ii) any information or statement (except any information or statement relating solely to the Underwriter) 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 Underwriter), 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* (Ontario) 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 unless (and only to the extent that) such failure results in forfeiture by the Indemnifying Party of substantive rights or defences.

- (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 Underwriter 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 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 the 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 the Underwriter monthly for the time spent by the Underwriter's 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 Underwriter and personnel of the Underwriter shall be required to participate or respond in respect of or in connection with this Agreement, the Underwriter shall have the right to employ its own counsel in connection therewith and the Corporation will reimburse the 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 the 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 and Underwriter's Warrants, the miscellaneous fees and expenses of the Underwriter and the reasonable fees and disbursements of the Underwriter's counsel (to a maximum of \$100,000 plus taxes and disbursements), whether or not the Offering is completed. All fees and expenses incurred by the Underwriter or on its behalf shall be payable by the Corporation immediately upon receiving an invoice therefor from the Underwriter and shall be payable whether or not the Offering is completed. At the option of the Underwriter, 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 Underwriter shall have the right, subject always to subsections 3(a) and 3(c) of this Agreement, at its 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 Underwriter may consider desirable or appropriate and as may be permitted by applicable law. The Corporation and the Underwriter 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. **Right of First Refusal.** If, during the term of this Agreement or within 12 months after the closing of the Offering, the Corporation requires additional equity or convertible debt financing, the Corporation will offer to engage the Underwriter as its sole lead bookrunner, manager, underwriter and/or private placement agent in connection with such transaction, with a minimum syndicate allocation of 50%, subject to agreeing on mutually acceptable fee arrangements. The terms and conditions relating to any such services will be outlined in a separate engagement letter, underwriting agreement or agency agreement and the fees for such services will be in addition to the fees payable under this Agreement, will be negotiated separately and in good faith and will be consistent with fees paid to North American investment bankers for similar services. If the Underwriter does not accept the terms and conditions contained in the Corporation's offer, the Corporation may engage any other person as manager, underwriter and/or private placement agent, provided that the terms and conditions of any such engagement shall be no more favourable to such other person as the terms and conditions offered by the Corporation to the Underwriter.

21. **Underwriter's Obligations.** Subject to compliance with Canadian Securities Laws, without affecting the firm obligation of the Underwriter to purchase from the Corporation 32,000,000 Units at the Offering Price in accordance with this Agreement, after the Underwriter has made reasonable efforts to sell all of the Units at the Offering Price, the Offering Price may be decreased by the Underwriter 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 Underwriter's Commission to be paid by the Corporation to the Underwriter or the Underwriter's Warrants to be issued by the Corporation to the Underwriter, and it will not

decrease the amount of the net proceeds of the Offering to be paid by the Underwriter to the Corporation, before deducting the expenses of the Offering. The Underwriter will inform the Corporation if the Offering Price is decreased.

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

(a) If to the Corporation, to:

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:

Torys LLP  
79 Wellington St. W. 30th Floor  
Box 270, TD South Tower  
Toronto, Ontario M5K 1N2

Attention: Scott Cochlan  
E-Mail: scochlan@torys.com

(b) to the Underwriter, to:

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

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

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  
E-Mail: pmcarthur@millertomson.com

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 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 or emailed.

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

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

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

26. **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.

27. **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.

28. **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.

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

30. **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 the Underwriter and any affiliate through which it may be acting, on the other; (ii) acknowledges and agrees that the Underwriter is acting as agent but not as fiduciary of the Corporation; (iii) acknowledges and agrees that the Corporation's engagement of the Underwriter 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 the Underwriter has certain statutory obligations as a registrant under Securities Laws and has certain relationships with its clients; and (v) consents to the Underwriter acting hereunder while continuing to act for its clients. To the extent that the Underwriter's statutory obligations as a registrant under Securities Laws or relationships with its clients conflicts with its obligations hereunder, the Underwriter shall be entitled to fulfil its statutory obligations as a registrant under Securities Laws and its duties to its clients. Nothing in this Agreement shall be interpreted to prevent the Underwriter from fulfilling its statutory obligations as a registrant under Securities Laws or acting for its 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 Underwriter has advised or is currently advising the Corporation on related or other matters). The Underwriter has 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 Underwriter has rendered advisory services beyond those, if any, required of an investment dealer by Securities Laws in respect of the Offering, or that the Underwriter owes a fiduciary or similar duty to the Corporation, in connection with such transaction or the process leading thereto.

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

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

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

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

[signature page follows]

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

Yours very truly,

**CANACCORD GENUITY CORP.**

Per: “Frank Sullivan”  
Authorized Signing Officer

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

**DATED** as of the 2<sup>nd</sup> day of December, 2019.

**THE GREEN ORGANIC DUTCHMAN  
HOLDINGS LTD.**

Per: “Brian Athaide”  
Authorized Signing Officer

**SCHEDULE "A"**

**LIST OF SUBSIDIARIES**

<b>Name</b>	<b>Jurisdiction of Formation</b>	<b>Beneficial Equity/ Voting Ownership</b>
The Green Organic Dutchman Ltd.	Canada	100%
The Green Organic Hemp Ltd.	Canada	100%
Medican Organic Inc.	Québec	100%
9371-8633 Québec Inc.	Québec	49.99%
Epican Medicinals Ltd.	Jamaica	49.18%
TGOD Europe B.V.	Netherlands	100%
The Green Organic Hellas S.A.	Greece	100%
The Green Organic Colombia S.A.S	Colombia	100%
The Green Organic Dutchman S. de R.L. de C.V.	Mexico	50%
TGOD Genetics A/S	Denmark	50%
The Green Organic Dutchman Germany GmbH	Germany	100%
Green Absolutes sp. z.o.o.	Poland	100%
PHK sp. z.o.o.	Poland	100%
HemPoland sp. z.o.o.	Poland	100%
The Green Organic Dutchman Denmark ApS	Denmark	100%
TGOD Denmark Productions A/S	Denmark	50%
Jamaica Capex Financing Limited	Jamaica	100%
The Green Organic Beverage Corp.	Delaware, USA	100%
The Green Organic Dutchman US Corp.	Nevada, USA	100%
The Green Organic Portugal, Unipessoal Lda.	Portugal	100%