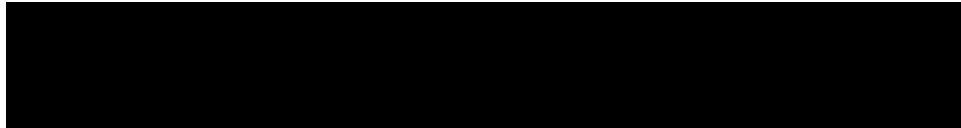


NOTE ASSIGNMENT AND AMENDING AGREEMENT

THIS NOTE ASSIGNMENT AND AMENDING AGREEMENT dated as of the 11th day of January, 2019.

BETWEEN:

Note: Private Information



(hereinafter collectively referred to as the "Shareholders" and each a "Shareholder")

OF THE FIRST PART;

AND:

10998354 CANADA INC.

(hereinafter referred to as the "Corporation")

OF THE SECOND PART;

AND:

CHEMESIS INTERNATIONAL INC.

(hereinafter referred to as the "Purchaser")

OF THE THIRD PART.

RECITALS:

- A. Each Shareholder has been issued a Promissory Note from the Corporation as in the Principal Amount described in Schedule A hereto (collectively the "Notes" and each a "Note"), copies of which are attached hereto as Schedule B hereto;
- B. Pursuant to a Share Purchase Agreement dated as of the date hereof between, *inter alia*, the Corporation and the Purchaser, the Purchaser agreed to assume all of the obligations of the Corporation under the Loan Agreements;
- C. The Shareholders and the Purchaser wish to enter into this Loan Amending Agreement to amend the repayment terms of the Loan Agreements.

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Loan Amending Agreement and other good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge), the parties agree as follows:

1. The Corporation hereby absolutely and irrevocably sells, grants, transfers, assigns and sets over unto the Purchaser, and the Purchaser hereby absolutely and irrevocably assumes, accepts and promises to pay, all of the Corporation's obligations, right, title, claim and interest whatsoever in and to the Notes, together with the full benefit of all powers and all covenants and provisos relating thereto.
2. The Shareholders, as the creditors under the Notes, hereby acknowledge and consent to the foregoing assignment of the Notes by the Corporation to the Purchaser and the assumption of the obligations by the Purchaser. Each of the Shareholders and the Purchaser hereby acknowledges and agrees that the Corporation shall be released, remised and forever discharged from all of its debts, liabilities and obligations under or pursuant to the Notes.
3. Each of the Shareholders agrees with the Purchaser that their respective Notes be and hereby are amended such that:
 - a. All amounts owing pursuant to the Notes must be paid in full within two years from date of hereof; and
 - b. All amounts owing pursuant to the Notes must be repaid within 30 days in the event that the Purchaser completes a single event equity financing which results in gross proceeds of at least \$10,000,000 Canadian.
4. This Note Assignment and Amending Agreement is supplemental to and amends each of the Notes and all documents delivered in connection therewith and such notes shall henceforth be read in conjunction with, as amended by, this Note Assignment and Amending Agreement.
5. Each of the parties acknowledges that, except as specifically amended or supplemented by the provisions of this Note Assignment and Amending Agreement, the Notes remain in full force and effect unamended and enforceable against the Purchaser in accordance with their respective terms.
6. This Note Assignment and Amending Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.
7. This Note Assignment and Amending Agreement and any documents contemplated herein may be signed by the Parties in one or more separate counterparts each of which when so executed shall be an original and all such counterparts shall together constitute one and the same instrument. Each such counterpart may be delivered by facsimile or by the transmission by email of electronic documents in ".pdf" format. Any Party delivering a counterpart by facsimile or in ".pdf" format shall, immediately following a

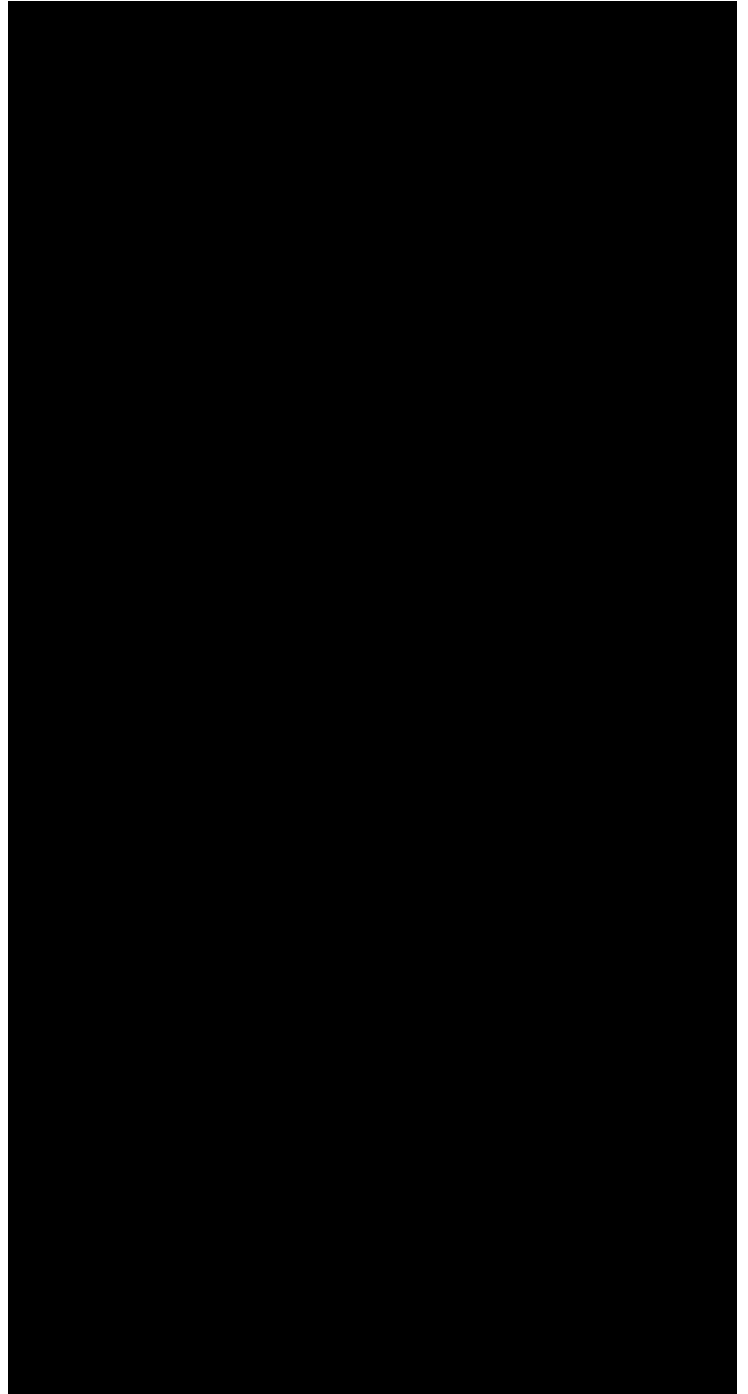
request by any other party, provide such other Party with an originally executed counterpart.

[Reminder of this page left intentionally blank. Signature page to follow.]

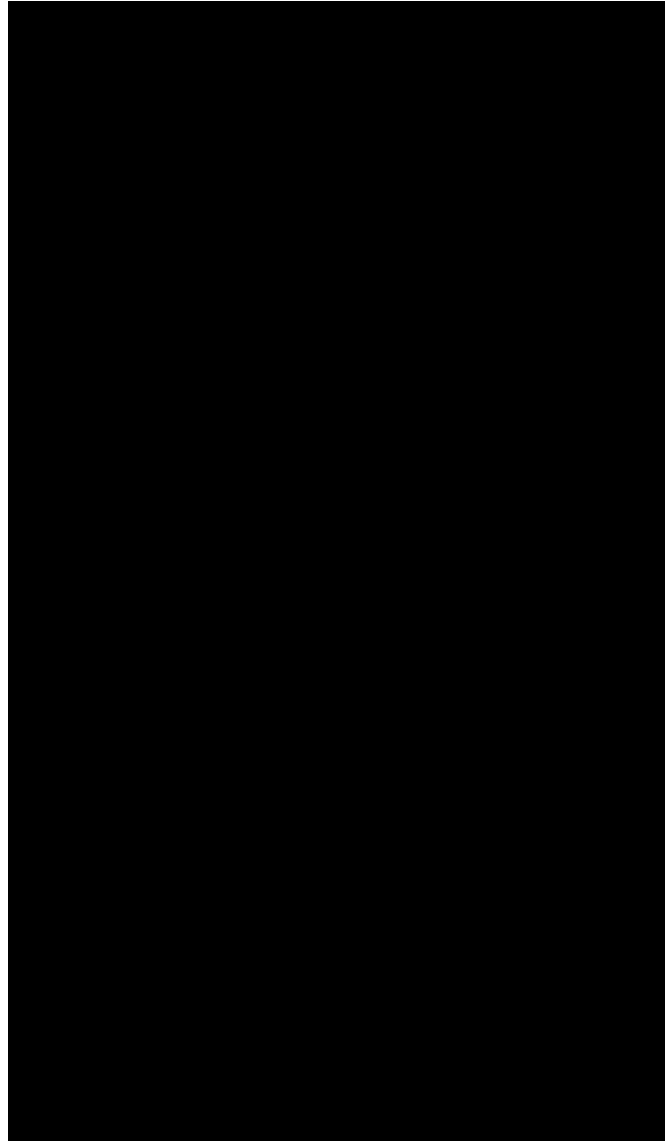
IN WITNESS WHEREOF the parties have signed this Agreement as of the date first written above.

Note: Private Information

Witness



Note: Private Information



CHEMESIS INTERNATIONAL INC.

Per _____



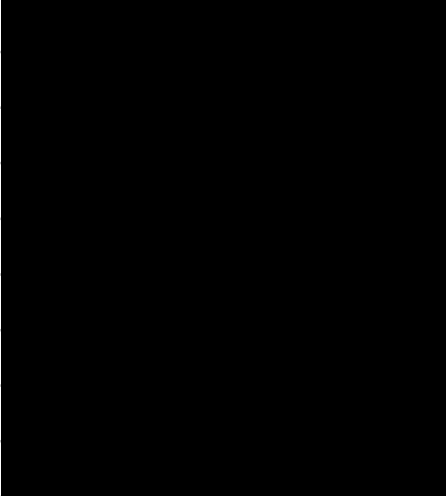
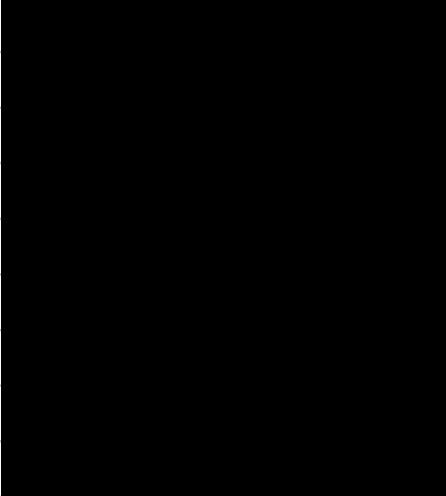
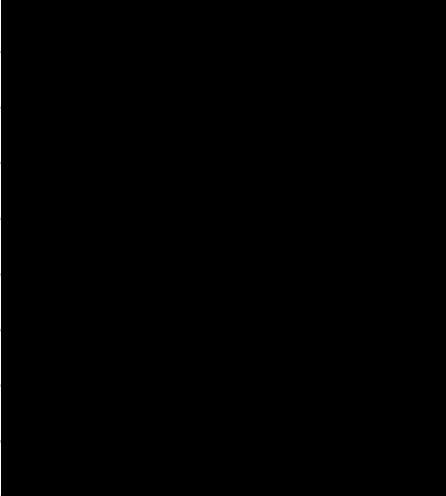
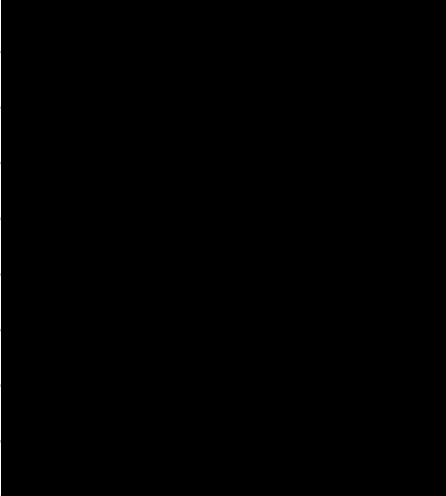
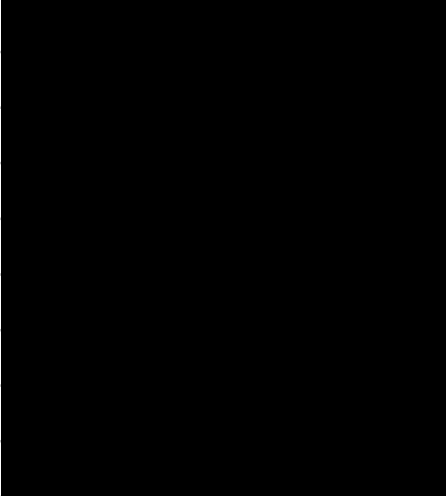
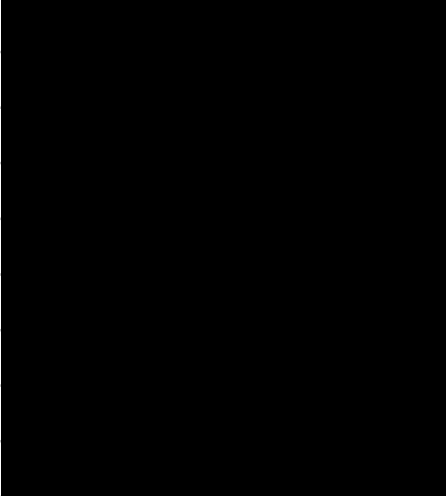
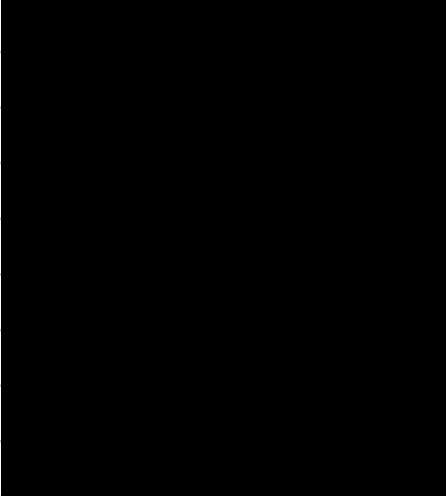
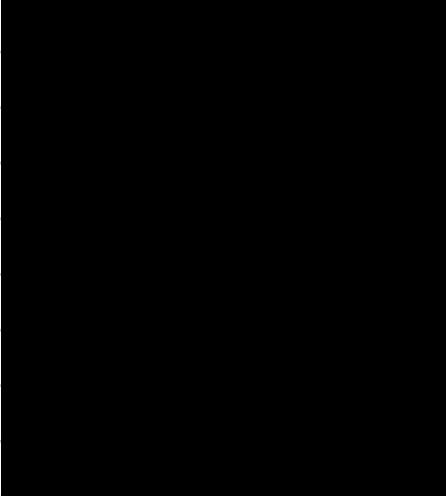
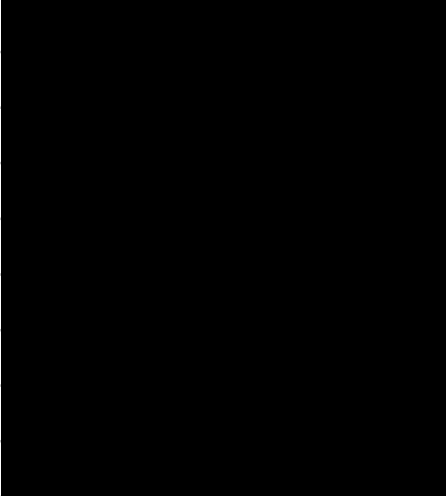
Note: signature of signatory

Name: *Ugald Montero*

Title: Authorized Signing Officer

I have the authority to bind the Corporation.

Schedule A

Shareholder Note: Private Information	Principal Amount of Promissory Note
	\$250,000.00
	\$500,000.00
	\$500,000.00
	\$500,000.00
	\$500,000.00
	\$500,000.00
	\$687,500.00
	\$687,500.00
	\$1,375,000.00

Schedule B

PROMISSORY NOTE

PRINCIPAL: \$250,000.00 CDN

DATE: September 18, 2018

Note: Private Information

FOR VALUE RECEIVED, 10998354 Canada Inc. promises to pay to the order of [REDACTED] (hereinafter referred to as the "**Lender**"), at Ottawa, Ontario, in Canadian Funds, the aggregate principal amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) in Canadian Dollars (the "**Principal Amount**").

The Principal Amount shall bear interest at a rate of five percent (5%) per annum, compounded annually. The Principal Amount together with the interest owing shall be payable on the earlier of: (a) the day that is five (5) years from the date hereof; (b) the day that 10998354 Canada Inc. sells all or substantially all of its assets; or (c) the day that all of the issued and outstanding shares of 10998354 Canada Inc. are sold to a third party.

The undersigned waives presentment, demand, notice of dishonour and protest or further notice of any kind and agrees that it shall remain liable in respect of this Promissory Note as if presentment, demand, notice of dishonour and protest had been duly made or given.

This Promissory Note may be prepaid at any time without notice or penalty.

This Promissory Note shall not be transferred or assigned.

This Promissory Note shall be governed by the laws of the Province of Ontario.

10998354 CANADA INC.

[REDACTED SIGNATURE]

Note: signature of signatory

Per: _____

Name: Swarandeeep Singh Brar
Title: President

I have the authority to bind the Corporation.

PROMISSORY NOTE

PRINCIPAL: \$500,000.00 CDN

DATE: September 18, 2018

Note: Private Information

FOR VALUE RECEIVED, 10998354 Canada Inc. promises to pay to the order of [REDACTED] [REDACTED] (hereinafter referred to as the "**Lender**"), at Ottawa, Ontario, in Canadian Funds, the aggregate principal amount of Five Hundred Thousand Dollars (\$500,000.00) in Canadian Dollars (the "**Principal Amount**").

The Principal Amount shall bear interest at a rate of five percent (5%) per annum, compounded annually. The Principal Amount together with the interest owing shall be payable on the earlier of: (a) the day that is five (5) years from the date hereof; (b) the day that 10998354 Canada Inc. sells all or substantially all of its assets; or (c) the day that all of the issued and outstanding shares of 10998354 Canada Inc. are sold to a third party.

The undersigned waives presentment, demand, notice of dishonour and protest or further notice of any kind and agrees that it shall remain liable in respect of this Promissory Note as if presentment, demand, notice of dishonour and protest had been duly made or given.

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This Promissory Note shall not be transferred or assigned.

This Promissory Note shall be governed by the laws of the Province of Ontario.

10998354 CANADA INC.

Per: _____

Name: Swarandeep Singh Brar
Title: President

Note: signature of signatory

I have the authority to bind the Corporation.

PROMISSORY NOTE

PRINCIPAL: \$500,000.00 CDN

DATE: September 18, 2018

Note: Private Information

FOR VALUE RECEIVED, 10998354 Canada Inc. promises to pay to the order of [REDACTED] (hereinafter referred to as the "**Lender**"), at Ottawa, Ontario, in Canadian Funds, the aggregate principal amount of Five Hundred Thousand Dollars (\$500,000.00) in Canadian Dollars (the "**Principal Amount**").

The Principal Amount shall bear interest at a rate of five percent (5%) per annum, compounded annually. The Principal Amount together with the interest owing shall be payable on the earlier of: (a) the day that is five (5) years from the date hereof; (b) the day that 10998354 Canada Inc. sells all or substantially all of its assets; or (c) the day that all of the issued and outstanding shares of 10998354 Canada Inc. are sold to a third party.

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10998354 CANADA INC.

Per: _____

Name: Swarandeeep Singh Brar
Title: President

Note: signature of signatory

I have the authority to bind the Corporation.

PROMISSORY NOTE

PRINCIPAL: \$500,000.00 CDN

DATE: September 18, 2018

Note: Private Information

FOR VALUE RECEIVED, 10998354 Canada Inc. promises to pay to the order of [REDACTED] (hereinafter referred to as the "**Lender**"), at Ottawa, Ontario, in Canadian Funds, the aggregate principal amount of Five Hundred Thousand Dollars (\$500,000.00) in Canadian Dollars (the "**Principal Amount**").

The Principal Amount shall bear interest at a rate of five percent (5%) per annum, compounded annually. The Principal Amount together with the interest owing shall be payable on the earlier of: (a) the day that is five (5) years from the date hereof; (b) the day that 10998354 Canada Inc. sells all or substantially all of its assets; or (c) the day that all of the issued and outstanding shares of 10998354 Canada Inc. are sold to a third party.

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10998354 CANADA INC.

Note: signature of signatory

Per: [REDACTED]

Name: Swarandeep Singh Brar
Title: President

I have the authority to bind the Corporation.

PROMISSORY NOTE

PRINCIPAL: \$500,000.00 CDN

DATE: September 18, 2018

Note: Private Information

FOR VALUE RECEIVED, 10998354 Canada Inc. promises to pay to the order of [REDACTED] (hereinafter referred to as the "Lender"), at Ottawa, Ontario, in Canadian Funds, the aggregate principal amount of Five Hundred Thousand Dollars (\$500,000.00) in Canadian Dollars (the "**Principal Amount**").

The Principal Amount shall bear interest at a rate of five percent (5%) per annum, compounded annually. The Principal Amount together with the interest owing shall be payable on the earlier of: (a) the day that is five (5) years from the date hereof; (b) the day that 10998354 Canada Inc. sells all or substantially all of its assets; or (c) the day that all of the issued and outstanding shares of 10998354 Canada Inc. are sold to a third party.

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10998354 CANADA INC.

Per: _____

Name: Swarandeeep Singh Brar
Title: President

Note: signature of signatory

I have the authority to bind the Corporation.

PROMISSORY NOTE

PRINCIPAL: \$500,000.00 CDN

DATE: September 18, 2018

Note: Private Information

FOR VALUE RECEIVED, 10998354 Canada Inc. promises to pay to the order of [REDACTED] (hereinafter referred to as the "**Lender**"), at Ottawa, Ontario, in Canadian Funds, the aggregate principal amount of Five Hundred Thousand Dollars (\$500,000.00) in Canadian Dollars (the "**Principal Amount**").

The Principal Amount shall bear interest at a rate of five percent (5%) per annum, compounded annually. The Principal Amount together with the interest owing shall be payable on the earlier of: (a) the day that is five (5) years from the date hereof; (b) the day that 10998354 Canada Inc. sells all or substantially all of its assets; or (c) the day that all of the issued and outstanding shares of 10998354 Canada Inc. are sold to a third party.

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This Promissory Note shall be governed by the laws of the Province of Ontario.

10998354 CANADA INC.

Per: _____

Name: Swarandeeep Singh Brar
Title: President

Note: signature of signatory

I have the authority to bind the Corporation.

PROMISSORY NOTE

PRINCIPAL: \$687,500.00 CDN

DATE: September 18, 2018

Note: Private Information

FOR VALUE RECEIVED, 10998354 Canada Inc. promises to pay to the order of [REDACTED] (hereinafter referred to as the "**Lender**"), at Ottawa, Ontario, in Canadian Funds, the aggregate principal amount of Six Hundred Eighty-Seven Thousand, Five Hundred Dollars (\$687,500.00) in Canadian Dollars (the "**Principal Amount**").

The Principal Amount shall bear interest at a rate of five percent (5%) per annum, compounded annually. The Principal Amount together with the interest owing shall be payable on the earlier of: (a) the day that is five (5) years from the date hereof; (b) the day that 10998354 Canada Inc. sells all or substantially all of its assets; or (c) the day that all of the issued and outstanding shares of 10998354 Canada Inc. are sold to a third party.

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This Promissory Note shall be governed by the laws of the Province of Ontario.

10998354 CANADA INC.

Per: _____

Name: Swarandeep Singh Brar
Title: President

[REDACTED] Note: signature of signatory

I have the authority to bind the Corporation.

PROMISSORY NOTE

PRINCIPAL: \$687,500.00 CDN

DATE: September 18, 2018

Note: Private Information

FOR VALUE RECEIVED, 10998354 Canada Inc. promises to pay to the order of [REDACTED] (hereinafter referred to as the "**Lender**"), at Ottawa, Ontario, in Canadian Funds, the aggregate principal amount of Six Hundred Eighty-Seven Thousand, Five Hundred Dollars (\$687,500.00) in Canadian Dollars (the "**Principal Amount**").

The Principal Amount shall bear interest at a rate of five percent (5%) per annum, compounded annually. The Principal Amount together with the interest owing shall be payable on the earlier of: (a) the day that is five (5) years from the date hereof; (b) the day that 10998354 Canada Inc. sells all or substantially all of its assets; or (c) the day that all of the issued and outstanding shares of 10998354 Canada Inc. are sold to a third party.

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This Promissory Note may be prepaid at any time without notice or penalty.

This Promissory Note shall not be transferred or assigned.

This Promissory Note shall be governed by the laws of the Province of Ontario.

10998354 CANADA INC.

Per: _____

Name: Swarandeep Singh Brar
Title: President

I have the authority to bind the Corporation.

Note: signature of signatory

PROMISSORY NOTE

PRINCIPAL: \$1,375,000.00 CDN

DATE: September 18, 2018

Note: Private Information

FOR VALUE RECEIVED, 10998354 Canada Inc. promises to pay to the order of [REDACTED] (hereinafter referred to as the "**Lender**"), at Ottawa, Ontario, in Canadian Funds, the aggregate principal amount of One Million, Three Hundred Seventy-Five Thousand Dollars (\$1,375,000.00) in Canadian Dollars (the "**Principal Amount**").

The Principal Amount shall bear interest at a rate of five percent (5%) per annum, compounded annually. The Principal Amount together with the interest owing shall be payable on the earlier of: (a) the day that is five (5) years from the date hereof; (b) the day that 10998354 Canada Inc. sells all or substantially all of its assets; or (c) the day that all of the issued and outstanding shares of 10998354 Canada Inc. are sold to a third party.

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This Promissory Note shall be governed by the laws of the Province of Ontario.

10998354 CANADA INC.

Per: _____

Name: Swarandeeep Singh Brar
Title: President

Note: signature of signatory

I have the authority to bind the Corporation.