

ASSIGNMENT OF PROMISSORY NOTE

THIS AGREEMENT dated as of the 11th day of January, 2019.

BETWEEN:

10998354 CANADA INC.

(hereinafter referred to as the "**Assignor**")

OF THE FIRST PART;

AND:

CHEMESIS INTERNATIONAL INC.

(hereinafter referred to as the "**Assignee**")

OF THE SECOND PART;

AND:

10998451 CANADA INC.

(hereinafter referred to as "**10998451**")

OF THE THIRD PART.

WHEREAS:

- A. The Assignor is the payee under that certain promissory note (the "**Note**") issued by 10998451 in the principal amount of Two Million, One Hundred Thousand (\$2,100,000) in United States Dollars, dated as of the 24th day of October, 2018; and
- B. The Assignor wishes to absolutely and irrevocably assign its interest and entitlement in the Note to the Assignee in the manner set forth herein.

NOW THEREFORE, for good and valuable consideration, including the purchase by the Assignee of the shares of 10998451 from the Assignor under a share purchase agreement dated as of the date hereof (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. ASSIGNMENT

The Assignor hereby absolutely and irrevocably grants, transfers, assigns and sets over unto the Assignee, and the Assignee hereby absolutely and irrevocably accepts, all of the Assignor's right, title, claim and interest whatsoever in and to the Note, together with the full benefit of all powers and all covenants and provisos relating thereto.

2. CONSENT

10998451, as the debtor under the Note, hereby acknowledges and consents to the foregoing assignment of the Note by the Assignor to the Assignee.

3. RELEASE

The Assignor hereby acknowledges and agrees that the Assignor shall have no further rights, debts or liabilities under or pursuant to the Note.

4. GENERAL

4.1 Further Assurance

The Assignor will do all such acts and execute and deliver all such documents as may be reasonably requested by the Assignee from time to time in order to complete the assignment herein and to carry out the intent and purpose of this Agreement.

4.2 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4.3 Severability

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and will be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

4.4 Governing Law

This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.

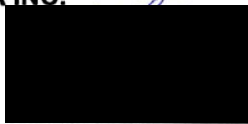
4.5 Counterparts

This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, will be deemed to be an original and all of which taken together will constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission will be equally effective as delivery of a manually executed original counterpart of this Agreement.

[Remainder of page left intentionally blank. Signature page to follow.]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed as of the date first written above.

10998354 CANADA INC.



Note: signatures of signatories

Per: _____

Name: Swarandeeep Singh Brar

Title: President

I have the authority to bind the Corporation.

CHEMESIS INTERNATIONAL INC.



Per: _____

Name: Edgar Montero

Title: Authorized Signing Officer

I have the authority to bind the Corporation.

10998451 CANADA INC.



Per: _____

Name: Swarandeeep Singh Brar

Title: President

I have the authority to bind the Corporation.