

NEXTLEAF SOLUTIONS LTD.

AND

LEGION METALS CORP.

AND

MYRIAD METALS CORP.

ARRANGEMENT AGREEMENT

Dated for reference November 19, 2018

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ARRANGEMENT AGREEMENT

THIS AGREEMENT is dated for reference the 19th day of November, 2018 and is

BETWEEN:

NEXTLEAF SOLUTIONS LTD., a company incorporated under the laws of the Province of British Columbia,

(“Nextleaf”)

AND:

LEGION METALS CORP., a company incorporated under the laws of the Province of British Columbia,

(“Legion”)

AND:

MYRIAD METALS CORP., a company incorporated under the laws of the Province of British Columbia and wholly owned subsidiary of Legion

(“Spinco”)

BACKGROUND

- A. Nextleaf is a private company engaged in the business of providing cannabis processing and extracting services to licensed cannabis producers in Canada.
- B. Legion is CSE-listed public company engaged in the business of mineral exploration.
- C. Nextleaf and Legion propose to effect an arrangement under the *Business Corporations Act* (British Columbia) that will divest the Millen Mountain Property into Spinco, a separate corporation held by Legion securityholders of record, followed by the securityholders of Nextleaf receiving equivalent securities of Legion in exchange for their securities of Nextleaf, and as a result, Nextleaf becoming a wholly owned subsidiary of Legion, on the terms and conditions set forth in the Plan of Arrangement attached as Schedule “A”- pursuant to the Acquisition Agreement attached as Schedule “B”.

IN CONSIDERATION of the covenants and agreement herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

ARTICLE 1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** In this Agreement:

- (a) “**Acquisition Agreement**” means a certain Acquisition Agreement between Nextleaf and Legion dated November 19, 2018 attached here as Schedule “B” setting out the terms and conditions of the acquisition of all of the issued shares of Nextleaf by Legion;
- (b) “**Acquisition Fairness Opinion**” means a written opinion from an independent business valuator that the consideration payable under the Arrangement by Legion for the acquisition of Nextleaf is fair and reasonable from a financial point of view to the Nextleaf Shareholders and Legion Securityholders, as the case may be, subject to the assumptions and limitations described in such Acquisition Fairness Opinion;

- (c) “**Agreement**” means this Arrangement Agreement;
- (d) “**Arrangement**” means the arrangement under the provisions of Division 5 of Part 9 of the BCA on the terms and conditions set forth in the Plan of Arrangement;
- (e) “**Arrangement Resolution**” means a special resolution as defined in the BCA of the Nextleaf Shareholders and Legion Securityholders approving the Arrangement;
- (f) “**BCA**” means the *Business Corporations Act* (British Columbia), as amended;
- (g) “**Business Day**” means a day, other than a Saturday or a Sunday or a day observed as a holiday, on which the principal commercial banks located in Vancouver, British Columbia, are open for the conduct of business;
- (h) “**Circular**” means the notice of the Nextleaf Meeting and Legion Meeting and accompanying joint management information circular, including all schedules thereto and documents incorporated by reference therein, prepared in accordance with applicable Laws, including Dissent Rights, to be sent to Nextleaf Shareholders and Legion Securityholders in connection with the Nextleaf Meeting and Legion Meeting, and includes any amendments thereto;
- (i) “**Consolidation**” means the consolidation of the common shares of the capital stock of Legion that will result in no more than 3,647,029 common shares issued and outstanding in the capital stock Legion;
- (j) “**Court**” means the Supreme Court of British Columbia;
- (k) “**Dissent Rights**” has the meaning given thereto in Article 5.1 of Schedule “A”, Plan of Arrangement, annexed hereto;
- (l) “**Cryptocurrency Assets**” means the cryptocurrency assets owned by Legion, as described in the Legion Public Disclosure Record;
- (m) “**Dissenting Shareholder**” means a Nextleaf Shareholder or Legion Shareholder who exercises Dissent Rights in connection with the Arrangement Resolution and has not withdrawn or been deemed to have withdrawn such Dissent Rights;
- (n) “**Effective Date**” means the next Business Day following the date of the Final Order and before the Termination Date, or such later date as may be mutually agreed by the Parties;
- (o) “**Final Order**” means the final order of the Court approving the Arrangement, as such order may be amended at any time prior to the Effective Date or, if appealed, then unless such appeal is withdrawn or denied, as affirmed;
- (p) “**Governmental Entity**” means any (i) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, agency, domestic or foreign; (ii) any subdivision, agent, commission, board or authority of any of the foregoing; or (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;
- (q) “**Interim Order**” means the interim order of the Court made in connection with the process for obtaining Legion Securityholders and Nextleaf Shareholders approvals of the Arrangement and related matters;

- (r) “**Laws**” means all laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions and judgements or other requirements of any Governmental Entity
- (s) “**Legion**” means Legion Metals Corp., a company incorporated under the BCA;
- (t) “**Legion Agent’s Warrant**” means the agent’s warrant granted to Echelon Wealth Partners Inc. in connection with the initial public offering of Legion;
- (u) “**Legion Securityholders**” means the holders of Legion Shares and the holder of the Legion Agent’s Warrant;
- (v) “**Legion Shareholders**” means the holders of Legion Shares;
- (w) “**Legion Shares**” means common shares in the capital stock of Legion as they are constituted as at the Effective Date;
- (x) “**Legion Public Disclosure Record**” means all documents and information required to be filed by Legion on SEDAR under applicable Securities Laws during the one year prior to the date hereof;
- (y) “**Material**” means, when used in respect to the affairs of a Person, an event, occurrence or fact concerning the business, operations, capital, assets, liabilities or financial condition of the Person, on a consolidated basis, that would reasonably be expected to influence a reasonable investor in whether or not to invest in the securities of the Person;
- (z) “**Meeting**” means the annual and special meeting of Nextleaf Shareholders and the special meeting of Legion Securityholders, as the case may be, (including any adjournment or postponement thereof) that is convened as provided by the Interim Order to consider and, if deemed advisable, approve the Arrangement and all other matters requiring approval pursuant to the terms and conditions of the Arrangement Agreement or the Interim Order and any other matter as may be set out in the notice for such meeting;
- (aa) “**Millen Mountain Property**” means the Millen Mountain mineral exploration property owned by Legion, as described in the Legion Public Disclosure Record;
- (bb) “**Nextleaf**” means Nextleaf Solutions Ltd., a company incorporated under the under the BCA;
- (cc) “**Nextleaf Shareholders**” means the holders of Nextleaf Shares;
- (dd) “**Nextleaf Shares**” means the ordinary shares in the capital stock of Nextleaf;
- (ee) “**Parties**” means Nextleaf and Legion (which shall include Spinco as the context requires), and “**Party**” means either one of them;
- (ff) “**Person**” includes an individual, partnership, association, body corporate, trustee, executor, administrator, legal representative, government, regulatory authority or other entity;
- (gg) “**Plan of Arrangement**” means the plan of arrangement substantially as annexed as Schedule “A” hereto and any amendment or variation thereto made in accordance with its terms or the terms of this Agreement;
- (hh) “**POA Effective Date Conditions**” means all of the following: (i) the filing of Legion’s application for the re-qualification of the listing of the Legion Shares on the

Canadian Securities Exchange, (ii) the satisfaction of all or substantially all of any comments of the Canadian Securities Exchange in regard of such listing application, (iii) the Consolidation; (iv) the disposition of the Cryptocurrency Assets; (v) the completion on or before the Effective Date of a fundraising by Nextleaf raising gross proceeds of not less than \$3,000,000; and (vi) the change of Legion's name to "Nextleaf Solutions Ltd." and the change of Nextleaf's name to "Nextleaf Innovations Ltd.";

- (ii) **"Requisite Legion Majority"** means for purposes of the BCA, the approval of the Arrangement Resolution by the following Persons who cast their vote in person or by proxy pursuant to the Interim Order: (a) the holders of at least 2/3rds of Legion Shares; and (b) the holder of the Legion Agent's Warrant; and (c) a majority of the votes of disinterested Legion Shareholders in accordance with Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* excluding the directors and officers of Legion who hold Nextleaf shares, being Peter Smith, Larry Timlick, Charles Ackerman, Fred Bonner and Michael Raven, who are not entitled to vote because they are related parties under Multilateral Instrument 61-101;
- (jj) **"Requisite Nextleaf Majority"** means for purposes of the BCA, the approval of the Arrangement Resolution who cast their vote in person or by proxy pursuant to the Interim Order by the votes of holders of at least 2/3rds of the Nextleaf Shares;
- (kk) **"Spinout Fairness Opinion"** means a written opinion from an independent expert opining that the divestment of the Millen Mountain Property into Spinco under the Arrangement is fair and reasonable from a financial point of view to the Legion Securityholders subject to the assumptions and limitations described in such Spinout Fairness Opinion;
- (ll) **"Spinco"** means Myriad Metals Corp.;
- (mm) **"Termination Date"** means May 18, 2019, or such later date as may be mutually agreed by the Parties in writing;
- (nn) **"U.S. Securities Act"** means the United States *Securities Act of 1933*, as amended; and
- (oo) **"United States"** means the United States of America, its territories and possessions, any state of the United States and the District of Columbia.

1.2 **Interpretation Not Affected by Headings.** The division of this Agreement into Articles, Sections, subsections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

1.3 **Article References.** Unless the contrary intention appears, references in this Agreement to an Article, Section, Subsection, paragraph or Schedule by number or letter or both refer to the Article, Section, Subsection, paragraph or Schedule, respectively, bearing that designation in this Agreement.

1.4 **Number and Gender.** In this Agreement, unless the contrary intention appears, words importing the singular include the plural and vice versa; words importing gender shall include all genders; and words importing persons shall include a natural person, firm, trust, partnership, association, corporation, joint venture or government (including any governmental agency, political subdivision or instrumentality thereof).

1.5 **Recitals and Schedules.** Schedule "A" (with Appendix I annexed thereto), being the Plan of Arrangement, and Schedule "B" are incorporated by reference into and form part of this

Agreement. The recitals also are incorporated by reference into and form part of this Agreement.

ARTICLE 2. THE ARRANGEMENT

2.1 **Arrangement Implementation Steps of Legion.** In a timely and expeditious manner, Legion covenants and agrees that it shall:

- (a) commission and obtain an Acquisition Fairness Opinion and the Spinout Fairness Opinion;
- (b) provide reasonable assistance with all filings required to facilitate the transactions hereunder;
- (c) with the reasonable assistance and cooperation of Nextleaf, use commercially reasonable efforts to assist in the preparation of the Circular and the Acquisition Fairness Opinion;
- (d) with the reasonable assistance and cooperation of Nextleaf, apply to the Court for the Interim Order;
- (e) convene and hold the Meeting of its shareholders for the purpose of considering the Arrangement Resolution (and for any other proper purpose as may be set out in the notice for such meeting);
- (e) with the reasonable assistance and cooperation of Nextleaf and subject to obtaining the Arrangement Resolution, apply to the Court for the Final Order;
- (f) subject to obtaining the Interim Order and the Final Order, and the satisfaction or waiver of the other conditions herein contained in favour of each Party, deliver such documents as may be required (including the Final Order) in connection with the Arrangement to give effect to the Arrangement in accordance with the provisions of the BCA; and
- (g) with the reasonable assistance and cooperation of Nextleaf, complete the Plan of Arrangement in accordance with its terms.

2.2 **Arrangement Implementation Steps of Nextleaf.** In a timely and expeditious manner, Nextleaf covenants and agrees that it shall:

- (a) commission and obtain an Acquisition Fairness Opinion;
- (b) provide reasonable assistance with all filings required to facilitate the transactions hereunder;
- (c) with the reasonable assistance and cooperation of Legion, use commercially reasonable efforts to assist in the preparation of the Circular and the Acquisition Fairness Opinion;
- (d) with the reasonable assistance and cooperation of Legion, apply to the Court for the Interim Order;
- (e) convene and hold the Meeting of its shareholders for the purpose of considering the Arrangement Resolution (and for any other proper purpose as may be set out in the notice for such meeting);
- (e) with the reasonable assistance and cooperation of Legion and subject to obtaining the Arrangement Resolution, apply to the Court for the Final Order;

- (f) subject to obtaining the Interim Order and the Final Order, and the satisfaction or waiver of the other conditions herein contained in favour of each Party, deliver such documents as may be required (including the Final Order) in connection with the Arrangement to give effect to the Arrangement in accordance with the provisions of the BCA; and
- (g) co-operate with Legion with respect to the completion of the Plan of Arrangement, in accordance with the terms thereof.

Subject to the fulfilment or waiver of the conditions set forth herein, Legion and Nextleaf shall act in good faith to do all such things reasonably necessary to give effect to the Arrangement as soon as reasonably practicable.

- 2.3 **Effective Date.** Subject to the approval of the Arrangement Resolution by the Requisite Legion Majority and the Requisite Nextleaf Majority and all other conditions under the Acquisition Agreement, the Arrangement shall become effective on the Effective Date and the steps to be carried out pursuant to the Arrangement shall become effective on the Effective Date in the Final Order set out in the Plan of Arrangement
- 2.4 **Nextleaf Approval.** Nextleaf represents, as of the date hereof, that subject to obtaining a favourable Acquisition Fairness Opinion, its Board of Directors will recommend that the Nextleaf Shareholders vote in favour of the Arrangement.
- 2.5 **Legion Approval.** Legion represents, as of the date hereof, that subject to obtaining a favourable Acquisition Fairness Opinion and the Spinout Fairness Opinion, its Board of Directors will recommend that the Legion Securityholders vote in favour of the Arrangement.
- 2.6 **Dissent Rights.** The Circular shall provide that the Nextleaf Shareholders and Legion Shareholders may exercise Dissent Rights with respect to their Nextleaf Shares or Legion Shares, as the case may be, in connection with the Arrangement pursuant to and in the manner set forth in the Plan of Arrangement. The Parties will give each other prompt notice of any written notice of a dissent, withdrawal of such notice, and any other instruments served pursuant to such rights of dissent and received by the Parties.
- 2.7 **Section 3(a)(10) Exemption.** The Legion Shares to be issued in exchange for Nextleaf Shares pursuant to the Arrangement or as otherwise contemplated by this Agreement, have not been and will not be registered under the U.S. Securities Act or under the securities laws of any state of the United States. Accordingly, the Parties agree that the Arrangement will be carried out with the intention that all Legion Shares issued under the Arrangement to Nextleaf Shareholders resident in the United States or otherwise subject to federal or state securities laws of the United States in connection with the Arrangement, will be issued in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) of the U.S. Securities Act (the “**Section 3(a)(10) Exemption**”), and in reliance on available exemptions from the registration requirements of applicable state securities laws. In order to ensure the availability of the Section 3(a)(10) Exemption, the Parties agree that the Arrangement will be carried out on the following basis:
 - (a) the Arrangement will be subject to the approval of the Court;
 - (b) the Court will be advised as to the intention of the Parties to rely on the Section 3(a)(10) Exemption prior to the hearing required to approve the Arrangement;
 - (c) the Court will be required to satisfy itself as to the fairness of the terms and conditions of the Arrangement to the Nextleaf Shareholders and Legion Securityholders subject to the Arrangement;

- (d) the Court will have determined, prior to approving the Arrangement, that the terms and conditions of the exchange of shares under the Arrangement are fair to the Nextleaf Shareholders and Legion Securityholders;
- (e) the Final Order will expressly state that the Arrangement is approved by the Court as being fair to the Nextleaf Shareholders and Legion Securityholders;
- (f) Nextleaf will ensure that each Nextleaf Shareholder entitled to Legion Shares pursuant to the Arrangement will be given adequate notice advising it of its right to attend the hearing of the Court to give approval of the Arrangement and providing it with sufficient information necessary for it to exercise that right; and
- (g) the Interim Order will specify that each Nextleaf Shareholder entitled to Legion Shares pursuant to the Arrangement will have the right to appear before the Court so long as it enters an appearance within a reasonable time.

ARTICLE 3. COVENANTS

3.1 **Covenants of Legion.** Legion covenants and agrees that, except as contemplated in this Agreement, the Acquisition Agreement or pursuant to the Arrangement, until the Effective Date or the day upon which this Agreement is terminated, whichever is earlier, it will:

- (a) in a timely and expeditious manner use its commercially reasonable best efforts to obtain the Arrangement Resolution;
- (b) provide reasonable cooperation to Nextleaf in implementing the Arrangement; and
- (b) to the extent within its power, forthwith carry out the terms of the Interim Order and the Final Order.

3.2 **Covenants of Nextleaf Respecting the Arrangement.** Nextleaf covenants and agrees that, except as contemplated in this Agreement, the Acquisition Agreement or pursuant to the Arrangement, until the Effective Date or the day upon which this Agreement is terminated, whichever is earlier, it will:

- (a) in a timely and expeditious manner use its commercially reasonable best efforts to obtain the Arrangement Resolution;
- (b) provide reasonable cooperation to Legion in implementing the Arrangement; and
- (c) to the extent within its power, forthwith carry out the terms of the Interim Order and the Final Order.

ARTICLE 4. REPRESENTATIONS AND WARRANTIES

4.1 **Representations and Warranties of Nextleaf.** Nextleaf represents, warrants and covenants to Legion as follows, and acknowledges that Legion is relying on these representations, warranties and covenants in entering into this Agreement and in completing the transactions contemplated hereby:

- (a) This Agreement has been duly executed and delivered by Nextleaf and constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other similar laws affecting creditors' rights, including equitable remedies, generally.

4.2 **Representations and Warranties of Legion.** Legion represents, warrants and covenants to Nextleaf as follows, and acknowledge that Nextleaf is relying on these representations,

warranties and covenants in entering into this Agreement and in completing the transactions contemplated hereby:

- (a) This Agreement has been duly executed and delivered by Legion and constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other similar laws affecting creditors' rights, including equitable remedies, generally.

ARTICLE 5. CONDITIONS

5.1 **To the Benefit of Legion.** The obligations of Legion to complete the Arrangement are subject to fulfillment of the following conditions on or before the Effective Date or such other time as is specified below:

- (a) the representations and warranties of Nextleaf set forth in Article 4.1 shall be true and correct on the Effective Date as though made on that date and Legion shall have received a certificate of Nextleaf addressed to Legion and dated the Effective Date, signed on behalf of Nextleaf by its chief executive officer thereof confirming the same as at the Effective Date;
- (b) Nextleaf shall have fulfilled all of its obligations hereunder to be fulfilled by it on or before the Effective Date and Legion shall have received a certificate of Nextleaf addressed to Legion and dated the Effective Date, signed on behalf of Nextleaf by its chief executive officer thereof confirming the same as at the Effective Date;
- (c) all conditions precedent in favour of Legion under Sections 10 and 11 of the Acquisition Agreement between Legion and Nextleaf shall have been satisfied;
- (d) Legion, together with Nextleaf, will have obtained a favourable Acquisition Fairness Opinion;
- (e) Legion will have obtained a favourable Spinout Fairness Opinion;
- (f) Nextleaf will have adopted all necessary resolutions, including the approval of the Requisite Nextleaf Majority, and all other necessary corporate action will have been taken by Nextleaf to permit the consummation of the Arrangement, including without limitation, the approval of the Nextleaf Shareholders to the Arrangement Resolution.

These conditions are for the sole benefit of Legion and may be waived in whole or in part by Legion at any time. If any of such conditions precedent are not satisfied or waived as aforesaid on or before the date required for performance thereof, Legion may rescind and terminate this Agreement by written notice to Nextleaf.

5.2 **To the Benefit of Nextleaf.** The obligations of Nextleaf to complete the Arrangement are subject to fulfillment of the following conditions on or before the Effective Date or such other time as is specified below:

- (a) the representations and warranties of Legion set forth in Article 4.2 shall be true and correct on the Effective Date as though made on that date and Nextleaf shall have received a certificate of Legion addressed to Nextleaf and dated the Effective Date, signed on behalf of Legion by its chief executive officer thereof confirming the same as at the Effective Date;
- (b) Legion shall have fulfilled all of its obligations hereunder to be fulfilled by it on or before the Effective Date and Nextleaf shall have received a certificate of Legion addressed to Nextleaf and dated the Effective Date, signed on behalf of Legion by its chief executive officer thereof confirming the same as at the Effective Date;

- (c) all conditions precedent in favour of Nextleaf under Sections 10 and 12 of the Acquisition Agreement between Legion and Nextleaf shall have been satisfied;
- (d) Nextleaf, together with Legion, will have obtained a favourable Acquisition Fairness Opinion;
- (e) Legion will have adopted all necessary resolutions, including the approval of the Requisite Legion Majority, and all other necessary corporate action will have been taken by Legion to permit the consummation of the Arrangement, including without limitation, the approval of the Legion Securityholders of the Arrangement Resolution.

These conditions are for the sole benefit of Nextleaf and may be waived in whole or in part by Nextleaf at any time. If any of such conditions precedent are not satisfied or waived as aforesaid on or before the date required for performance thereof, Nextleaf may rescind and terminate this Agreement by written notice to Legion.

5.3 **To the Benefit of All Parties.** The obligations of Legion and Nextleaf to complete the Arrangement are subject to fulfilment of the following conditions on or before the Effective Date or such other time as is specified below:

- (a) the Final Order shall have been granted in form and substance satisfactory to Legion and Nextleaf, acting reasonably, and shall not have been set aside or modified in a manner unacceptable to such Parties on appeal or otherwise;
- (b) the completion of the POA Effective Date Conditions to the satisfaction of Legion and Nextleaf, both acting reasonably;
- (c) the Effective Date shall be on or before the Termination Date;
- (d) there shall be no action taken under any Law or by any Governmental Entity that:
 - (i) makes it illegal or otherwise directly or indirectly restrains, enjoins or prohibits the Arrangement or any other transactions contemplated herein; or
 - (ii) results in a judgement or assessment of damages, directly or indirectly, relating to the transactions contemplated herein which would have a material adverse effect on Legion or Nextleaf, as the case may be, or impede the completion of the Arrangement;
- (e) all approvals shall have been obtained and all other consents, waivers, permits, orders and approvals of any Governmental Entity or other Person, and the expiry of any waiting periods, in connection with, or required to permit, the consummation of the Arrangement, the failure of which to obtain or the non-expiry of which would have a material adverse effect on Legion or Nextleaf, as the case may be, or impede the completion of the Arrangement, shall have been obtained or received on terms reasonably satisfactory to each Party; and
- (f) any prospectus exemptions required in connection with the issuance of the Legion securities issuable under the Arrangement shall have been obtained or are available.

The foregoing conditions are for the mutual benefit of Legion and Nextleaf and may be waived, in whole or in part, by Legion and Nextleaf at any time. If any of the said conditions precedent are not satisfied or waived as aforesaid on or before the date required for the performance thereof, Legion or Nextleaf may rescind and terminate this Agreement by written notice to the other Parties and shall have no other right or remedy.

- 5.4 **Merger of Conditions.** The conditions set out in Articles 5.1, 5.2 and 5.3 shall be conclusively deemed to have been satisfied, waived or released upon the Arrangement becoming effective in accordance with this Agreement.

ARTICLE 6. GENERAL MATTERS

- 6.1 **Termination.** This Agreement may be terminated at any time prior to the Effective Date by: mutual consent of Legion and Nextleaf; by a Party at the same time that such Party terminates the Acquisition Agreement in accordance with the terms of the Acquisition Agreement; or as provided in Articles 5.1, 5.2 or 5.3. This Agreement will terminate if the Effective Date is not on or before the Termination Date.

- 6.2 **Expenses.** All costs and expenses of the transactions contemplated hereby, including legal fees, financial advisory fees, regulatory filing fees, all disbursements by advisors and printing and mailing costs of both Nextleaf and Legion shall be paid by the party who incurs such cost.

- 6.3 **Notices.** Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement by a Party to the other Party shall be in writing and may be given by delivering same or sending same by electronic mail or by delivery addressed to the Party to which the notice is to be given at its address set out below. Any notice, consent, waiver, direction or other communication aforesaid shall, if delivered, be deemed to have been given and received on the date on which it was delivered to the address provided herein (if a Business Day, if not, then on the next succeeding Business Day) and if sent by electronic mail be deemed to have been given and received at the time of receipt unless received after 4:00 p.m. at the point of delivery in which case it shall be deemed to have been given and received on the next Business Day as follows:

- (a) if to Legion Metals Corp. and Myriad Metals Corp.:

Suite 600, 1090 West Georgia Street
Vancouver, B.C. V6E 3V

Attention: Peter Smith
Email: ifgsmith@yahoo.ca

With a copy to, which shall not constitute notice to Legion:

Beadle Raven LLP
Suite 600, 1090 West Georgia Street
Vancouver, B.C. V6E 3V7

Attention: Michael Raven
Email: mraven@beadleraven.com

- (b) if to Nextleaf Solutions Inc.:

Nextleaf Solutions Ltd.
Suite 304, 68 Water Street
Vancouver, BC, V6B 1A4

Attention: Paul Pedersen
Email: paul@Nextleafsolutions.com

With a copy to, which shall not constitute notice to Nextleaf:

Fang and Associates Barristers & Solicitors
Suite 1780, 400 Burrard Street
Vancouver, B.C. V6C 3A6

Attn: Paul Fang
Email: pmf@falawyers.ca

- 6.4 **Further Assurances.** Each Party will, from time to time, and at all times hereafter, at the request of the other Party, but without further consideration, do all such further acts and execute and deliver all such further documents and instruments as shall be reasonably required in order to fully perform and carry out the terms and intent hereof.
- 6.5 **Entire Agreement.** This Agreement, including the Schedules hereto, together with the Acquisition Agreement and the other agreements and other documents to be delivered pursuant hereto, constitutes the entire agreement among the Parties pertaining to the proposed Plan of Arrangement and ranks pari passu with the Acquisition Agreement between Legion and Nextleaf.
- 6.6 **Third Party Beneficiaries.** The Parties intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person other than the Parties.
- 6.7 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein (without regard for conflict of laws principles). Each Party hereby attorns to the non-exclusive jurisdiction of the Courts of the Province of British Columbia in the City of Vancouver in respect of all matters arising under or in relation to this Agreement.
- 6.8 **Execution in Counterparts.** This Agreement may be executed in counterparts and delivered by electronic means, and the counterparts collectively are to be conclusively deemed to be one instrument.
- 6.9 **Waiver.** No waiver by any Party shall be effective unless in writing and any waiver shall affect only the matter, and the occurrence thereof, specifically identified and shall not extend to any other matter or occurrence.
- 6.10 **Enurement and Assignment.** This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. This Agreement is personal to the Parties and may not be assigned by any Party without the prior written consent of the other Party.
- 6.11 **Time.** Time is of the essence of this Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

LEGION METALS CORP.

“Peter Smith”
Peter Smith, President, CEO and Director

MYRIAD METALS CORP.

“Peter Smith”
Peter Smith, President, CEO and Director

NEXTLEAF SOLUTIONS LTD.

“Paul Pedersen”
Paul Pedersen, CEO and Director

SCHEDULE “A”

PLAN OF ARRANGEMENT

ARTICLE 1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** In this Plan of Arrangement the following capitalized words and terms shall have the following meanings:

- (a) “**Arrangement Agreement**” means the arrangement agreement dated for reference as of November 19, 2018 to which this Plan of Arrangement is attached as Schedule “A”;
- (b) “**Arrangement**” means the arrangement under the provisions of Division 5 of Part 9 of the BCA on the terms and conditions set forth in this Plan of Arrangement;
- (c) “**Arrangement Resolution**” means a special resolution as defined in the BCA of the Nextleaf Shareholders and Legion Securityholders approving the Arrangement;
- (d) “**BCA**” means the British Columbia *Business Corporations Act*, as amended;
- (e) “**Business Day**” means a day, other than a Saturday or a Sunday, on which the principal commercial banks located in Vancouver, British Columbia, are open for the conduct of business;
- (f) “**Class A Preferred Shares**” has the meaning set forth in Subsection 3.2(b)(iii);
- (g) “**Court**” means the Supreme Court of British Columbia;
- (h) “**Consolidation**” means the consolidation of the common shares of the capital stock of Legion that will result in no more than 3,647,029 common shares issued and outstanding in the capital stock Legion;
- (i) “**Conversion Factor**” means 0.349999958, representing one (1) Distributed Spinco Share for each 2.857143192 Legion Shares;
- (j) “**Cryptocurrency Assets**” means the cryptocurrency assets owned by Legion, as described in the Legion Public Disclosure Record;
- (k) “**Dissent Rights**” has the meaning given thereto in Article 5.0 hereof;
- (l) “**Dissenting Shareholder**” means a Nextleaf Shareholder or Legion Shareholder who exercises Dissent Rights (as defined in Section 5.1 below) in connection with the resolution to approve the Arrangement and has not withdrawn or been deemed to have withdrawn such Dissent Rights;
- (m) “**Distributed Spinco Shares**” means the common shares of Spinco that are to be distributed to the Legion pursuant to Subsection 3.2 of the Plan of Arrangement
- (n) “**Effective Date**” means the next Business Day following the date of the Final Order, or such later date as may be mutually agreed by the Parties;
- (o) “**Final Order**” means the final order of the Court approving the Arrangement granted pursuant to Section 291(4) of the BCA, as such order may be amended at any time prior to the Effective Date or, if appealed, then unless such appeal is withdrawn or denied, as affirmed;

- (p) “**Governmental Entity**” means any (i) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, agency, domestic or foreign; (ii) any subdivision, agent, commission, board or authority of any of the foregoing; or (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;
- (q) “**Interim Order**” means the interim order of the Court made in connection with the process for obtaining security holder approval of the Arrangement and related matters;
- (r) “**Legion**” means Legion Metals Corp., a company incorporated under the BCA;
- (s) “**Legion Agent’s Warrant**” means the agent’s warrant granted to Echelon Wealth Partners Inc. in connection with the initial public offering of Legion;
- (t) “**Legion Securityholders**” means the holders of Legion Shares and the holder of the Legion Agent’s Warrant;
- (u) “**Legion Shareholders**” means the holders of Legion Shares;
- (v) “**Legion Shares**” means common shares in the capital of Legion as they are constituted as at the Effective Date;
- (w) “**Legion Public Disclosure Record**” means all documents and information required to be filed by Legion on SEDAR under applicable Securities Laws during the one year prior to the date hereof;
- (x) “**Liens**” means any mortgage, lien, hypothecation, security interest, pledge or other encumbrance, charge or adverse right or claim, defect of title, restriction or other right of third parties;
- (y) “**Meeting**” means the annual and special meeting of Nextleaf Shareholders and the special meeting of Legion Securityholders, as the case may be (including any adjournment or postponement thereof), that is convened as provided by the Interim Order to consider and, if deemed advisable, approve the Arrangement and all other matters requiring approval pursuant to the terms and conditions of the Arrangement Agreement or the Interim Order;
- (z) “**Meeting Date**” means the date of the Meeting;
- (aa) “**Millen Mountain Property**” means the Millen Mountain mineral exploration property owned by Legion, as described in the Legion Public Disclosure Record;
- (bb) “**New Shares**” has the meaning set forth in Subsection 3.2(b)(ii);
- (cc) “**Nextleaf**” means Nextleaf Solutions Ltd., a company incorporated under the under the BCA;
- (dd) “**Nextleaf Financing**” means the fundraising through Nextleaf’s offering of units comprised of the Nextleaf Financing Shares and the Nextleaf Financing Warrants raising gross proceeds of not less than \$3,000,000 in satisfaction of subsection (v) of the POA Effective Date Conditions;
- (ee) “**Nextleaf Financing Compensation Option**” means any compensation option granted and issued by Nextleaf to securities dealers and other agents assisting with the Nextleaf Financing;

- (ff) **“Nextleaf Financing Completion”** means the completion of the Nextleaf Financing;
- (gg) **“Nextleaf Financing Shares”** means the ordinary shares issued by Nextleaf to investors under the Nextleaf Financing;
- (hh) **“Nextleaf Financing Warrants”** means share purchase warrants granted and issued by Nextleaf to investors under the Nextleaf Financing;
- (ii) **“Nextleaf Financing Securities”** means the Nextleaf Financing Shares, the Nextleaf Financing Warrants and the Nextleaf Financing Compensation Options;
- (jj) **“Nextleaf Financing Securityholders”** means the holders of the Nextleaf Financing Shares, the Nextleaf Financing Warrants and the Nextleaf Financing Compensation Options;
- (kk) **“Nextleaf Securities”** means the Nextleaf Shares, Nextleaf Financing Warrants and Nextleaf Financing Compensation Options issued and outstanding on the Effective Date;
- (ll) **“Nextleaf Shareholders”** means the registered and beneficial holders of Nextleaf Shares;
- (mm) **“Nextleaf Shares”** means the issued and outstanding ordinary shares in the capital of Nextleaf on the Effective Date;
- (nn) **“Parties”** means Legion and Nextleaf, and **“Party”** means either one of them;
- (oo) **“Plan of Arrangement”** means the plan of arrangement substantially as annexed as Schedule “A” hereto and any amendment or variation thereto made in accordance with its terms or the terms of this Agreement;
- (pp) **“POA Effective Date Conditions”** means all of the following: (i) the filing of Legion’s application for the re-qualification of the listing of the Legion Shares on the Canadian Securities Exchange, (ii) the satisfaction of all or substantially all of any comments of the Canadian Securities Exchange in regard of such listing application, (iii) the Consolidation; (iv) the disposition of the Cryptocurrency Assets; (v) the completion on the Effective Date of a fundraising by Nextleaf raising gross proceeds of not less than \$3,000,000; and (vi) the change of Legion’s name to “Nextleaf Solutions Ltd.” and the change of Nextleaf’s name to “Nextleaf Innovations Ltd.”;
- (qq) **“Share Distribution Record Date”** means the record date for those Legion Shareholders that are eligible to participate in the divestment of the Millen Mountain Property and receive the Distributed Spinco Shares;
- (rr) **“Spinco”** means Myriad Metals Corp. a company incorporated under the BCA;
- (ss) **“Tax Act”** means the *Income Tax Act* (Canada) as amended; and
- (tt) **“Transfer Agent”** means AST Trust Company (Canada).

1.2 **Interpretation Not Affected by Headings.** The division of this Plan of Arrangement into Articles, Sections, subsections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Plan of Arrangement.

1.3 **Article References.** Unless the contrary intention appears, references in this Plan of Arrangement to an Article, Section, subsection, paragraph or Schedule by number or letter or both refer to the

Article, Section, subsection, paragraph or Schedule, respectively, bearing that designation in this Plan of Arrangement.

- 1.4 **Number and Gender.** In this Plan of Arrangement, unless the contrary intention appears, words importing the singular include the plural and vice versa; words importing gender shall include all genders; and words importing persons shall include a natural person, firm, trust, partnership, association, corporation, joint venture or government (including any governmental agency, political subdivision or instrumentality thereof).
- 1.5 **Capitalized Terms.** Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Arrangement Agreement.

ARTICLE 2. ARRANGEMENT AGREEMENT

- 2.1 **Arrangement Agreement.** This Plan of Arrangement is made pursuant and forms a part of and is subject to the provisions of the Arrangement Agreement. The implementation of this Plan of Arrangement is expressly subject to the fulfilment and/or waiver (by the Party or Parties entitled) of the conditions precedent set out in the Arrangement Agreement. If there is any conflict or inconsistency between the provisions of the Plan of Arrangement and the provisions of the Arrangement Agreement, the provisions of the Plan of Arrangement shall govern.

ARTICLE 3. THE ARRANGEMENT

- 3.1 **Effective Date.** This Plan of Arrangement will become effective at, and be binding at and after, the Effective Date on Legion, Nextleaf, all securityholders of Legion, all securityholders of Nextleaf, and Spinco.
- 3.2 **The Arrangement.** Subject to the completion of the POA Effective Date Conditions on or before the Effective Date, the following shall occur and shall be deemed to occur in the following sequence without any further act or formality of or by Nextleaf or Legion:

Divestment of the Millen Mountain Property

- (a) Legion will transfer the Millen Mountain Property to Spinco in consideration of the Distributed Spinco Shares, such that the number of Distributed Spinco Shares received by Legion from Spinco for such assets will equal the number of issued and outstanding Legion Shares multiplied by the Conversion Factor as of the Share Distribution Record Date, and Legion will be added to the central securities register of Spinco in respect of such Distributed Spinco Shares;
- (b) The authorized share capital of Legion will be changed by:
- (i) altering the identifying name of the Legion Shares to Class A Shares;
- (ii) creating a class consisting of an unlimited number of common shares without par value (the “**New Shares**”); and
- (iii) creating a class consisting of an unlimited number of Class A Preferred Shares without par value (“**Class A Preferred Shares**”), having the rights and restrictions described in Appendix I to the Plan of Arrangement, being the Legion Class A Preferred Shares;
- (c) Each issued Legion Class A Share will be exchanged for one (1) New Share and one (1) Legion Class A Preferred Share and, subject to the exercise of a right of dissent, the

holders of the Legion Class A Shares will be removed from the central securities register of Legion and will be added to the central securities register as the holders of the number of New Shares and Legion Class A Preferred Shares that they have received on the exchange;

- (d) All of the issued Legion Class A Shares will be cancelled with the appropriate entries being made in the central securities register of Legion and the aggregate paid up capital (as that term is used for purposes of the Tax Act) of the Legion Class A Shares immediately prior to the Effective Date will be allocated between the New Shares and the Legion Class A Preferred Shares so that the aggregate paid up capital of the Legion Class A Preferred Shares is equal to the aggregate fair market value of the Distributed Spinco Shares as of the Effective Date, and each Legion Class A Preferred Share so issued will be issued by Legion at an issue price equal to such aggregate fair market value divided by the number of issued Legion Class A Preferred Shares, such aggregate fair market value of the Distributed Spinco Shares to be determined as at the Effective Date by resolution of the board of directors of Legion;
- (e) Legion will redeem the issued Legion Class A Preferred Shares for consideration consisting solely of the Distributed Spinco Shares such that each holder of Legion Class A Preferred Shares will, subject to the rounding of fractions and the exercise of rights of dissent, receive that number of Distributed Spinco Shares that is equal to the number of Legion Class A Preferred Shares multiplied by the Conversion Factor held by such holder;
- (f) The name of each holder of Legion Class A Preferred Shares will be removed as such from the central securities register of Legion, and all of the issued Legion Class A Preferred Shares will be cancelled with the appropriate entries being made in the central securities register of Legion;
- (g) The Distributed Spinco Shares transferred to the holders of the Legion Class A Preferred Shares pursuant to Subsection 3.2(e) above will be registered in the names of the former holders of Legion Class A Preferred Shares and appropriate entries will be made in the central securities register of Spinco;
- (h) The Legion Class A Shares and the Legion Class A Preferred Shares, none of which will be issued and outstanding once the steps referred to in Subsections 3.2(c) and 3.2(f) inclusive above are completed, will be cancelled and the authorized share structure of Legion will be changed by eliminating the Legion Class A Shares and the Legion Class A Preferred Shares therefrom;
- (i) The Notice of Articles and Articles of Legion will be amended to reflect the changes to its authorized share structure made pursuant to this Plan of Arrangement;
- (j) Notwithstanding Subsection 3.2(e), no fractional Distributed Spinco Shares shall be distributed to the Legion Shareholders and as a result all fractional share amounts arising under such sections shall be rounded down to the nearest whole number. Any Distributed Spinco Shares not distributed as a result of this rounding down shall be dealt with as determined by the board of directors of Legion in its absolute discretion;
- (k) The holders of the Legion Class A Shares and the holders of New Shares and Legion Class A Preferred Shares referred to in Subsection 3.2(c), and the holders of the Legion Class A Preferred Shares referred to in Subsection 3.2 (e), Subsection 3.2 (f) and Subsection 3.2 (g), shall mean in all cases those persons who are Legion

Shareholders at the close of business on the Share Distribution Record Date, subject to the exercise of rights of dissent;

- (l) Spinco shall grant and issue Echelon Wealth Partners Inc., as the holder of the Legion Agent's Warrant, an option to purchase a number of Spinco common shares equal to the number of Legion shares that could be purchased under the Legion Agent's Warrant and at an exercise price equal to the exercise price of the Legion Agent's Warrant (with the remaining term to expiry, conditions to and manner of exercising, and all other terms and conditions being substantially the same as the Legion Agent's Warrant), taking into consideration the Consolidation and applying the Conversion Factor. Other than the Legion Agent's Warrant, no other convertible security of Legion shall entitle any holder thereof to receive any security under the Arrangement;
- (m) All New Shares, Legion Class A Preferred Shares and Distributed Spinco Shares issued pursuant to this Plan of Arrangement shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes of the BCA. The Arrangement shall become final and conclusively binding on the Legion Securityholders, and on Legion and Spinco, on the Effective Date;
- (n) Notwithstanding that the foregoing transactions and events set out in Subsections 3.2(a) to 3.2(m) inclusive shall occur and shall be deemed to occur in the chronological order therein set out without any act or formality, each of Legion and Spinco shall be required to make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required to give effect to, or further document or evidence, any of the transactions or events set out in Subsections 3.2(a) to 3.2(m) inclusive, including, without limitation, any resolutions of directors authorizing the issue, transfer or redemption of shares, any share transfer powers evidencing the transfer of shares and any receipt therefore, and any necessary additions to or deletions from share registers;

Acquisition of Nextleaf

- (o) Following the completion of Subsections 3.2(a) to 3.2(n) inclusive, the following events of the Arrangement shall occur and shall be deemed to occur in the following sequence:
- (p) Each Nextleaf incentive stock option outstanding immediately before the Nextleaf Financing Completion (as hereinafter defined) shall be deemed to be cancelled without consideration, without the need for any further act or formality, and with respect to each such Nextleaf incentive stock option, the holder thereof will cease to be the holder thereof or to have any rights as a holder in respect of such Nextleaf incentive stock option and the name of the holder thereof will be removed from the applicable securities register of Nextleaf with respect to such Nextleaf incentive stock option;
- (q) Each Nextleaf warrant outstanding immediately before the Nextleaf Financing Completion shall be deemed to be cancelled without consideration, without the need for any further act or formality, and with respect to each such Nextleaf warrant, the holder thereof will cease to be the holder thereof or to have any rights as a holder in respect of such Nextleaf warrant and the name of the holder thereof will be removed from the applicable securities register of Nextleaf with respect to such Nextleaf warrant;
- (r) Under the Nextleaf Financing Completion, Nextleaf shall complete its fundraising by raising gross proceeds of not less than \$3,000,000 and issuing not less than 8,571,428

Nextleaf Financing Shares at \$0.35 per Nextleaf Financing Share in satisfaction of subsection (v) of the POA Effective Date Conditions;

- (s) Each Nextleaf Share that is issued and outstanding immediately following the Nextleaf Financing Completion (excluding the Nextleaf Shares held by Dissenting Shareholders who are ultimately determined to be entitled to be paid the fair value of the Nextleaf Shares in respect of which they have exercised their Dissent Rights) will be transferred, and will be deemed to be transferred, without any act or formality on the Nextleaf Shareholder's part, to Legion in exchange for one (1) fully paid and non-assessable Legion Share;
- (t) At the same time as Subsection 3.2(s) with respect to each Nextleaf Share transferred to Legion:
 - (i) the Nextleaf Shareholder who was the registered holder of such Nextleaf Share immediately after the Nextleaf Financing Completion will be deemed to have ceased to be the holder of such Nextleaf Share and the name of such Nextleaf Shareholder will be removed from the securities register of Nextleaf with respect to such Nextleaf Share; and
 - (ii) legal and beneficial title to such Nextleaf Share will be deemed to have vested in Legion and Legion be and is hereby to be the transferee and the legal and beneficial owner (free and clear of any Liens) of such Nextleaf Share and will be entered in the securities register of Legion as the sole holder of such Nextleaf Share;
- (u) Each Nextleaf Financing Warrant granted and issued by Nextleaf in connection with the Nextleaf Financing and outstanding immediately following the Nextleaf Financing Completion:
 - (i) shall be assumed by Legion and exchanged for a warrant to purchase a number of Legion Shares equal to the number of Nextleaf Shares that could be purchased under the exchanged Nextleaf Financing Warrant and at an exercise price equal to the exercise price of the exchanged Nextleaf Financing Warrant (with the remaining term to expiry, conditions to and manner of exercising and all other terms and conditions being substantially the same as the exchanged Nextleaf Financing Warrant); and
 - (ii) following such assumption and exchange, the holders of the Nextleaf Financing Warrants shall have no interests or rights in and to any Nextleaf Shares or any interest to acquire securities of Nextleaf;
- (v) Each Nextleaf Financing Compensation Option granted and issued by Nextleaf in connection with the Nextleaf Financing and outstanding immediately following the Nextleaf Financing Completion:

- (i) shall be assumed by Legion and exchanged for an equivalent compensation option to purchase a number of Legion Shares equal to the number of Nextleaf Shares that could be purchased under the exchanged Nextleaf Financing Compensation Option (with the remaining term to expiry, conditions to and manner of exercising, and all other terms and conditions being substantially the same as the exchanged Nextleaf Financing Compensation Option); and
- (ii) following such assumption and exchange, the holder of the Nextleaf Financing Compensation Option granted and issued in connection with the Nextleaf Financing shall have no interests or rights in and to any Nextleaf Shares or any interest to acquire securities of Nextleaf;
- (w) As a consequence of the foregoing steps, (i) the separate legal existence of Nextleaf will continue; (ii) Nextleaf will become the wholly-owned subsidiary of Legion; and (iii) the assets and liabilities of Nextleaf will remain the property and liabilities of Nextleaf;
- (x) Each of the outstanding Nextleaf Shares held by Dissenting Shareholders who are ultimately determined to be entitled to be paid the fair value of the Nextleaf Shares in respect of which they have exercised their Dissent Rights shall be deemed to be irrevocably transferred to Legion (free and clear of any Liens) and such Dissenting Shareholders shall cease to have any rights as Nextleaf Shareholders other than the right to be paid the fair value of their Nextleaf Shares in accordance with Article 5 of the Plan of Arrangement;
- (y) At the same time as the step contemplated by Subsection 3.2(x) above, with respect to each Nextleaf Share held by a Dissenting Shareholder:
 - (i) the Dissenting Shareholder who was the registered holder of such Nextleaf Share immediately prior to the Effective Date will be deemed to have ceased to be the holder of such Nextleaf Share and the name of such Dissenting Shareholder will be removed from the securities register of Nextleaf with respect to such Nextleaf Share; and
 - (ii) legal and beneficial title to such Nextleaf Share will be deemed to have vested in Legion and Legion will be, and be deemed to be, the transferee and the legal and beneficial owner (free and clear of any Liens) of such Nextleaf Shares and will be entered in the securities register of Legion as the sole holder of such Legion Share,

provided that none of the foregoing in Subsections 3.2(a) to (y) above will occur or be deemed to occur, unless all of the foregoing occurs.

ARTICLE 4. CERTIFICATES AND FRACTIONAL SHARES

Divestment of the Millen Mountain Property

- 4.1 Recognizing that the Legion Shares shall be redeemed and re-designated as Legion Class A Shares pursuant to s. 3.2(b)(i) and that the Legion Class A Shares shall be exchanged partially for New Shares pursuant to s. 3.2(c), Legion shall not issue replacement share certificates representing the Legion Class A Shares.
- 4.2 Recognizing that the Distributed Spinco Shares shall be transferred to the Legion Shareholders as consideration for the redemption of the Legion Class A Preferred Shares pursuant to s. 3.2(e), Spinco shall issue one share certificate representing all of the

Distributed Spinco Shares registered in the name of Legion, which share certificate shall be held by the Transfer Agent until the Distributed Spinco Shares are transferred to the Legion Shareholders and such certificate shall then be cancelled by the Transfer Agent. To facilitate the transfer of the Distributed Spinco Shares to the Legion Shareholders as of the Share Distribution Record Date, Legion shall execute and deliver to the Transfer Agent an irrevocable power of attorney or a treasury order, authorizing them to distribute and transfer the Distributed Spinco Shares to such Legion Shareholders in accordance with the terms of this Plan of Arrangement and Spinco shall deliver treasury orders or such other direction to effect such issuance to the Transfer Agent as requested by it.

- 4.3 Recognizing that all of the Legion Class A Preferred Shares issued to the Legion Shareholders pursuant to s. 3.2(c) will be redeemed by Legion as consideration for the distribution and transfer of the Distributed Spinco Shares under s. 3.2(e), Legion shall issue one share certificate representing all of the Legion Class A Preferred Shares issued pursuant to s. 3.2(e) in the name of the Transfer Agent, to be held by the Transfer Agent for the benefit of the Legion Shareholders until such Legion Class A Preferred Shares are redeemed, and such certificate shall then be cancelled.
- 4.4 As soon as practicable after the Effective Date, Spinco shall cause to be issued to the registered holders of Legion Shares as of the Share Distribution Record Date, share certificates or direct registration statements representing the Distributed Spinco Shares to which they are entitled pursuant to this Plan of Arrangement and shall cause such share certificates or direct registration statements to be mailed to such registered holders.
- 4.5 From and after the Effective Date, share certificates representing Legion Shares immediately before the Effective Date, except for those deemed to have been cancelled pursuant to Article 5, shall for all purposes be deemed to be share certificates representing New Shares, and no new share certificates shall be issued with respect to the New Shares issued in connection with the Arrangement.
- 4.6 Legion Shares traded after the Share Distribution Record Date and prior to the Effective Date shall represent New Shares and shall not carry any right to receive a portion of the Distributed Spinco Shares.

Acquisition of Nextleaf

- 4.7 **Exchange of Certificates.** Each Nextleaf Shareholder shall be entitled to receive the Legion Shares issuable pursuant to this Plan of Arrangement in the manner set out in Subsection 3.2(s) above on the Effective Date and the shareholders of Nextleaf (except for any shareholders which have exercised their Rights of Dissent as defined in Section 5.1 below) shall be deemed to have transferred their certificated or uncertificated shares, as the case may be, to Legion without any executed writing, instrument or other formality. Concurrently, (i) each holder of a Nextleaf Financing Warrant shall be deemed to: (A) have surrendered their Nextleaf Financing Warrant to Nextleaf without any executed writing, instrument or other formality and (B) be entitled to receive an equivalent warrant from Legion; and (ii) each holder of a Nextleaf Financing Compensation Option shall be deemed to: (A) have surrendered their Nextleaf Financing Compensation Option to Nextleaf without any executed writing, instrument or other formality and (B) be entitled to receive an equivalent compensation option from Legion.
- 4.8 **Transfer of Ownership.** In the event of a transfer of ownership of Nextleaf Securities that is not registered in the records of Nextleaf, certificates representing the proper numbers of Legion Securities may be issued to the transferee if the certificate representing such Nextleaf Securities is

presented to Nextleaf together any documents required by Nextleaf to evidence and effect such transfer.

- 4.9 **Lost Certificates.** If any certificate which represents Nextleaf Securities has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, satisfactory to Nextleaf and to Legion, and upon such Person giving an indemnity satisfactory to Legion against any claims that may be made against Legion with respect to the certificate alleged to have been lost, stolen or destroyed, in exchange for such lost, stolen or destroyed certificate, certificates representing the Legion securities deliverable for such Nextleaf Securities will be issued.
- 4.10 **Unsurrendered Certificates.** Until surrendered as contemplated by Article 4.7, each certificate or agreement which immediately prior to the Effective Date represented one or more outstanding Nextleaf Security shall be deemed at all times after the Effective Date to represent only the right to receive the securities contemplated by Article 4.7.
- 4.11 **Distributions with respect to Unsurrendered Share Certificates.** No dividends or other distributions declared or made after the Effective Date with respect to Legion Shares with a record date after the Effective Date shall be paid to the holder of any unsurrendered certificate which immediately prior to the Effective Date represented outstanding Nextleaf Shares that were exchanged pursuant to Article 4.7, unless and until the holder of record of such certificate shall surrender such certificate in accordance with Article 4.7.
- 4.12 **Fractional Securities.** No fractional securities will be issued by Legion, and no cash will be paid in lieu thereof. Any fractions resulting will be rounded down to the nearest lower whole number.
- 4.13 **Surrender of Rights.** Notwithstanding any of the other provisions hereof, any certificate which immediately prior to the Effective Date represented outstanding Nextleaf Securities shall cease to represent a claim or interest of any kind or nature against Legion, if it has not been surrendered with all other instruments required hereby on or prior to the third anniversary of the Effective Date. In such circumstances, the person ultimately entitled to any certificate hereunder shall be deemed to have surrendered such entitlement to Legion, together with all entitlement to dividends and distributions thereon held for such person for no consideration.

ARTICLE 5. DISSENT RIGHTS

- 5.1 A holder of Legion Shares or Nextleaf Shares, as the case may be, may exercise rights of dissent conferred in the manner set out in Division 2, Part 8 of the BCA (the “**Dissent Rights**”), provided that, notwithstanding subsection 242(1)(a) of the BCA, the written notice of dissent referred to in subsection 242(1)(a) of the BCA must be received by Nextleaf or Legion, as the case may be, not later than 5:00 p.m. (Pacific Time) on the last business day preceding the Meeting Date. Without limiting the generality of the foregoing, holders who duly exercise such rights of dissent and who are:
- (a) ultimately paid fair value for their Nextleaf Shares or Legion Shares, as the case may be, shall be paid by Nextleaf or Legion and shall be deemed to have had their Nextleaf Securities or Legion Shares cancelled on the Effective Date; or
 - (b) ultimately are not entitled to be paid their fair value for any reason for their Nextleaf Shares or Legion Shares, as the case may be, shall be deemed to have participated in the Arrangement on the same basis as non-dissenting holders of Nextleaf Shares or Legion Shares, as the case may be, and, in the case of holders of Nextleaf Shares, shall receive Legion Shares on the basis determined in accordance with Article 3.2 of this Plan of Arrangement;

but in no case will Nextleaf or Legion, or any other person be required to recognize any or Dissenting Shareholder as a holder of Nextleaf Shares or Legion Shares after the Effective Date, and the names of each or Dissenting Shareholder will be removed from the central securities register of Nextleaf or Legion on the Effective Date. For greater certainty, and in addition to any other restriction under Section 242 of the BCA, Nextleaf Shareholders or Legion Shareholders who vote, or who have instructed a proxyholder to vote, in favour of the Arrangement Resolution, shall not be entitled to exercise Dissent Rights.

ARTICLE 6. MISCELLANEOUS

- 6.1 **Amendment.** The Parties reserve the right to amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Date, provided that any such amendment, modification or supplement must be contained in a written document which is signed by the Parties and filed with the Court and, if made following the Meeting, approved by the Court. Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by Legion, provided that it concerns a matter which, in the reasonable opinion of Legion, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of any holder of Nextleaf Securities.
- 6.2 **Termination.** At any time up until the time the Final Order is made, the Parties may mutually determine not to proceed with this Plan of Arrangement, or to terminate this Plan of Arrangement, notwithstanding passage of the Arrangement Resolution. In addition to the foregoing, this Plan of Arrangement shall automatically, without notice, terminate immediately and be of no further force or effect, upon the termination of the Arrangement Agreement in accordance with its terms.
- 6.3 **Further Assurances.** Notwithstanding that the transactions and events set out in this Plan of Arrangement shall occur and be deemed to occur without any additional act or formality, each of the Persons affected hereby shall make, do and execute, or cause to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by the Parties in order to better implement this Plan of Arrangement.
- 6.4 **Withholding Rights.** Nextleaf and Legion shall be entitled to deduct and withhold from any consideration payable to any Securityholder under this Plan of Arrangement (including any payment to Dissenting Shareholders) such amounts as Nextleaf or Legion determine, acting reasonably, are required to be deducted and withheld with respect to such payment under the Tax Act or any provision of federal, provincial, territorial, state, local or foreign tax law. To the extent that amounts are so deducted and withheld, such amounts shall be treated for all purposes as having been paid to the Nextleaf Securityholders in respect of which such deduction and withholding was made on account of the obligation to make payment to such person hereunder, provided that such deducted or withheld amounts are actually remitted to the appropriate Governmental Entity by or on behalf of Nextleaf or Legion, as the case may be.

APPENDIX I TO THE PLAN OF ARRANGEMENT

SPECIAL RIGHTS AND RESTRICTIONS FOR LEGION CLASS A PREFERRED SHARES

The Class A Preferred Shares as a class shall have attached to them the following special rights and restrictions:

Definitions

- (1) In these Special Rights and Restrictions,
 - (a) “**Arrangement**” means the arrangement pursuant to Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) S.B.C 2002, c.57 as contemplated by the Arrangement Agreement,
 - (b) “**Arrangement Agreement**” means the Arrangement Agreement dated as of November 19, 2018, between Legion Metals Corp. (the “**Company**”), Spinco and Nextleaf Solutions Ltd.,
 - (c) “**Old Common Shares**” means the common shares in the authorized share capital of the Company that have been re-designated as Class A common shares without par value pursuant to the Plan of Arrangement,
 - (d) “**Effective Date**” means the date upon which the Arrangement becomes effective,
 - (e) “**New Shares**” means the common shares without par value created in the authorized share capital of the Company pursuant to the Plan of Arrangement, and
 - (f) “**Plan of Arrangement**” means the Plan of Arrangement attached as Schedule “A” to the Arrangement.
- (2) The holders of the Class A Preferred Shares are not as such entitled to receive notice of, nor to attend or vote at, any general meeting of the shareholders of the Company.
- (3) Class A Preferred Shares shall only be issued on the exchange of Old Common Shares for New Shares and Class A Preferred Shares pursuant to and in accordance with the Plan of Arrangement.
- (4) The capital to be allocated to the Class A Preferred Shares shall be the amount determined in accordance with s. 3.2(d) of the Plan of Arrangement.
- (5) The Class A Preferred Shares shall be redeemable by the Company pursuant to and in accordance with the Plan of Arrangement.
- (6) Any Class A Preferred Shares that is or is deemed to be redeemed pursuant to and in accordance with the Plan of Arrangement shall be cancelled and may not be reissued.

SCHEDULE "B"

**ACQUISITION AGREEMENT BETWEEN NEXTLEAF AND LEGION DATED NOVEMBER
19, 2018**

LEGION METALS CORP.

Dated for reference November 19, 2018

Board of Directors, Nextleaf Solutions Ltd.

Dear Sirs:

Re: Acquisition by Legion Metals Corp. (“Legion”) of 100% of the issued and outstanding shares of Nextleaf Solutions Ltd. (“Nextleaf”) from the shareholders of Nextleaf (the “Shareholders”).

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

This Agreement (“**Agreement**”), which replaces the binding letter of intent between the parties dated for reference August 27, 2018, is a binding agreement to confirm the essential terms and conditions of the proposed acquisition of 100% of the issued and outstanding shares of Nextleaf by Legion.

The schedules attached to this Agreement and any disclosure letter (each, the “**Disclosure Letter**”) that supplements this Agreement shall form an integral part of this Agreement for all purposes of it. The purpose of the Disclosure Letter is to set out the qualifications, exceptions and other information called for in this Agreement. The parties hereto acknowledge and agree that the Disclosure Letter and the information and disclosures contained in it do not constitute or imply, and will not be construed as: (i) an admission of any liability or obligation of any Party; (ii) an admission that the information is material; (iii) a standard of materiality, a standard for what is or is not in the ordinary course of business for the Party delivering the Disclosure Letter, or any other standard contrary to the standards contained in the Agreement; or (iv) an expansion of the scope of effect of any of the representations, warranties and covenants set out in the Agreement. Disclosure of any information in the Disclosure Letter that is not strictly required under this Agreement has been made for informational purposes only and does not imply disclosure of all matters of a similar nature. Inclusion of an item in any section of the Disclosure Letter is deemed to be disclosure in any other section of the Disclosure Letter to the extent it is readily apparent on the face of such item that it applies to such other section. The Disclosure Letter itself is confidential information and may not be disclosed unless it is required to be disclosed pursuant to applicable law, unless such law permits the parties hereto to refrain from disclosing the information for confidentiality or other purposes, or a Party needs to disclose it in order to enforce or exercise its rights under this Agreement.

1. Definitions

- (a) “**Acquisition**” means the proposed acquisition of 100% of the Nextleaf Shares by Legion also involving the exchange of Financing Warrants, and Financing Compensation Options for warrants and compensation options granted and issued by Legion to purchase an equal number of Legion Shares by way of merger, reorganization, statutory plan of arrangement or such other form of transaction or business combination as the Parties may agree to after considering applicable corporate, tax and Securities Laws;
- (b) “**Alternative Transaction**” has the meaning set out in Section 15(a);
- (c) “**business day**” means any day, other than a Saturday, a Sunday or a statutory or civic holiday in Vancouver, British Columbia;
- (d) “**Closing**” means the closing of the purchase and sale of the Nextleaf Shares on the Closing Date;
- (e) “**Closing Date**” means that date designated by the Parties, each acting reasonably;
- (f) “**Consolidation**” means the consolidation of the issued and outstanding Legion Shares resulting in 3,647,029 Legion Shares being issued and outstanding on a post-consolidation basis;
- (g) “**Cryptocurrency Assets**” means the cryptocurrency assets owned by Legion, as described in the Legion Public Disclosure Record;
- (h) “**CSE**” means the Canadian Securities Exchange;
- (i) “**Escrow Agreement**” means the escrow agreement in substantially the form of NP 46-201 to be entered into between certain shareholders of Nextleaf and Legion as required by the CSE;
- (j) “**Disclosure Letter**” means any disclosure letter as described in the preamble of this Agreement to set out the qualifications, exceptions and other information called for in this Agreement;
- (k) “**Distributed Spinco Shares**” means the common shares of Spinco to be distributed to the shareholders of Legion as part of the transactions contemplated in connection with the Acquisition;

- (l) “**Due Diligence Period**” means a period of 10 business days after receipt of all requested due diligence materials by Legion or Nextleaf, as applicable;
- (m) “**Encumbrances**” means mortgages, charges, pledges, security interests, liens, encumbrances, actions, claims, demands and equities of any nature, including without limitation, any liability for accrued but unpaid taxes, but excluding royalty interests;
- (n) “**Effective Date**” means the effective date of the Acquisition as determined by the Parties;
- (o) “**Financing**” means the private placement equity financing to be conducted by Nextleaf, such financing having gross proceeds of no less than \$3,000,000 and of no more than \$7,000,000 at a price of no less than \$0.35 per share, subject only to the 15% over-allotment option granted by Nextleaf to the agent under the financing and to any adjustments mutually agreed in writing between the Parties;
- (p) “**Financing Compensation Option**” means any compensation option granted and issued by Nextleaf to securities dealers and other agents assisting with the Financing;
- (q) “**Financing Warrants**” means share purchase warrants granted and issued by Nextleaf to investors under the Financing;
- (r) “**Legion**” means **Legion Metals Corp.**;
- (s) “**Legion Financial Statements**” means the financial statements of Legion prepared in accordance with International Financial Reporting Standards and available on www.sedar.com as of the date hereof, being (i) the audited financial statements for the year ended March 31, 2018; (ii) the interim financial statements for the three months ended June 30, 2018; and (iii) management discussion and analyses for such periods, it being understood that the financial statements for the most recently completed annual and interim fiscal periods shall be required to be current for each filing with the securities regulators;
- (t) “**Legion Public Disclosure Record**” means all documents and information required to be filed by Legion on SEDAR under applicable Securities Laws during the one year prior to the date hereof;
- (u) “**Legion Shares**” means common shares in the capital stock of Legion as constituted in the capital stock Legion following the Consolidation;

- (v) “**Millen Mountain Property**” means the Millen Mountain mineral exploration property owned by Legion, as described in the Legion Public Disclosure Record;
- (w) “**Nextleaf**” means Nextleaf Solutions Ltd.;
- (x) “**Nextleaf Assets**” means all of the assets of Nextleaf described in the Nextleaf Disclosure Letter;
- (y) “**Nextleaf Financial Statements**” means the financial statements of Nextleaf to be prepared in accordance with International Financial Reporting Standards, being (i) the audited financial statements for the financial year ending September 30, 2017; and (ii) the interim financial statements for the nine months ended June 30, 2018; and (iii) management discussion and analyses for such periods, it being understood that the financial statements for the most recently completed interim fiscal period shall be required to be current for each filing with the securities regulators; and
- (z) “**Nextleaf Material Contracts**” means all of the material contracts of Nextleaf described in the Nextleaf Disclosure Letter;
- (aa) “**Nextleaf Shares**” means all of the shares of Nextleaf that are issued and outstanding immediately prior to the Closing, which include any ordinary shares of Nextleaf issued under the Financing.
- (bb) “**NP 46-201**” means National Policy 46-201;
- (cc) “**Parties**” means Legion and Nextleaf;
- (dd) “**Pro Forma Financial Statement**” means the pro forma financial statements in the name of Legion which compiles the most recent financial statements of Legion and Nextleaf giving effect to the Acquisition;
- (ee) “**Purchase Price**” means the aggregate purchase price for the Acquisition, being one (1) Legion Share for each one (1) Nextleaf Share, up to a maximum number of Legion Shares of 124,693,393 (subject to any adjustments contemplated in this Agreement) at a deemed price of **\$0.35** per Legion Share to be issued to the Shareholders as payment of the Purchase Price upon the completion of the Acquisition;

The fair market value of each of the resulting common shares held by Legion shareholders and former Nextleaf shareholders of the resulting

issuer after giving effect to the Acquisition shall not be less than \$0.35 based on respective fair market valuations of Nextleaf and Legion with the additional condition that the acquisition be opined as fair to both Nextleaf and Legion in the opinion of the Chartered Business Valuator providing the Valuation(it being understood that such Legion Shares may be subject to certain resale restrictions including escrow requirements under applicable securities law and policies of the CSE);

- (ff) “**Response Period**” has the meaning set out in Section 15(e)(iii);
- (gg) “**Securities Laws**” means the securities legislation having application, the regulations and rules thereunder and all administrative policy statements, instruments, blanket orders, notices, directions and rulings issued or adopted by the applicable securities regulatory authority, all as amended;
- (hh) “**Shareholders**” means the holders of 100% of the issued and outstanding shares of Nextleaf as of the Closing Date;
- (ii) “**Spinco**” means the British Columbia numbered company which is the wholly-owned subsidiary of Legion and to which the Millen Mountain Property will be transferred as part of the transactions contemplated in connection with the Acquisition;
- (jj) “**Superior Proposal**” means any *bona fide*, unsolicited, written proposal for an Alternative Transaction made by a third party after the date of this Agreement which did not result from a violation of this Agreement, and (i) that is reasonably capable of being completed without undue delay, taking into account all financial, legal, regulatory and other aspects of such proposal and the person making such proposal; (ii) that is not subject, either by the terms of the proposal or by virtue of any applicable law or rule or regulation of any stock exchange, to any requirement that the approval of the shareholders of the party making such proposal be obtained; (iii) that is not subject to a due diligence condition; (iv) that is fully financed or in respect of which the Board of Directors of the receiving Party has concluded, in good faith, there is a reasonable likelihood that any required financing will be obtained; and (v) in respect of which the Board of Directors of the receiving Party determines, in its good faith judgment, after consultation with its outside legal and financial advisors, that: (a) failure to recommend such Alternative Transaction to the shareholders of such Party would be inconsistent with its fiduciary duties under applicable laws; and (b) having regard to all of its terms and conditions, such Alternative Transaction, would, if consummated in accordance

with its terms (but not assuming away any risk of non-completion), result in a transaction more favourable to the shareholders of such Party from a financial point of view than the Acquisition, after taking into account any changes to this Agreement or the terms and conditions of the Acquisition;

- (kk) “**Valuation**” means a fair market valuation of Nextleaf prepared in accordance with the methodologies of the Canadian Institute of Chartered Business Valuators by a Chartered Business Valuator from a firm agreed upon by Nextleaf and Legion in writing, retained by Nextleaf, which is accepted for filing by the CSE.

2. **List of Schedules**

<u>Description</u>	<u>Schedule</u>
Pro Forma Capital Structure of Legion (following completion of the Acquisition)	“A”

3. **Purchase and Sale Timeline**

Relying upon the representations and warranties herein contained, and subject to the terms and conditions hereof, at the Closing, Legion hereby agrees to purchase all of the issued and outstanding Nextleaf Shares from the Shareholders in exchange for the Legion Shares representing the Purchase Price on Closing to occur within the following sequence of events:

- (a) Legion shall consolidate its common shares of its capital stock resulting in no more than 3,647,029 common shares being issued and outstanding in the capital stock Legion following the consolidation;
- (b) Legion will transfer the Millen Mountain Property to Spinco in exchange for approximately 1,276,460 Distributed Spinco Shares, which Distributed Spinco Shares will then be distributed to the Legion shareholders;
- (c) The Financing shall be completed by Nextleaf raising the gross proceeds of not less than \$3,000,000;
- (d) Each Nextleaf Share that is issued and outstanding immediately following the Financing will be transferred, and will be deemed to be transferred, without any act or formality on the Nextleaf Shareholder’s part, to Legion in exchange for one (1) fully paid and non-assessable Legion Share. Each Nextleaf warrant and agent’s option issued in

connection with the Financing shall be cancelled and replaced with an equivalent Legion warrant or agent's option, as applicable.

4. **The Acquisition**

- (a) The Acquisition is currently structured as a securities exchange whereby Legion will purchase all of the Nextleaf Shares from the Shareholders in exchange for the Legion Shares representing the Purchase Price considering applicable corporate, taxation and securities laws by plan of arrangement where the Shareholders will receive Legion Shares in exchange for their Nextleaf Shares. Also each Financing Warrant and Financing Compensation Option issued in connection with the Financing shall be cancelled and replaced with an equivalent Legion warrant or agent's option, as applicable. The Parties agree to use their commercially reasonable best efforts taking into due consideration the respective tax, corporate, and accounting effects upon Legion, Nextleaf and the Shareholders with a view to securing the most beneficial structure to Legion, Nextleaf and the Shareholders as a whole to finalize the appropriate transaction structure for the Acquisition, apply for and obtain all consents, orders or approvals as counsel may advise are necessary or desirable for the implementation of the Acquisition, and, in particular, shall take the following steps:
- (i) at the request of Legion at any time before Closing, (i) Nextleaf shall use commercially reasonable best efforts to ensure that all directors, officers and shareholders holding more than 5% of the issued and outstanding number of common shares of Nextleaf enter into support agreements with Legion for their continuing support of the Acquisition, and this Agreement, which support agreements shall contemplate providing support by way of voting for shareholders resolutions for the approval of the Acquisition, waiver of any applicable dissent rights and ensuring that good marketable title to any securities held by the foregoing individuals shall be delivered to Legion pursuant to the Acquisition;
 - (ii) at the Closing Date, the respective conditions precedent of the Parties described in this Agreement shall be satisfied, waived or released;
 - (iii) as soon as is reasonably practicable after the Effective Date, Legion and the Shareholders shall promptly complete any steps for the exchange of certificates representing the Legion Shares for share certificates or direct registration statements issued by

Legion's register and transfer agent representing the Nextleaf Shares necessary for giving effect to the Acquisition; and

- (b) The Parties agree to make an election in relation to the within transaction pursuant to the provisions of section 85 of the *Income Tax Act* (Canada) with the elected amount for the Acquisition of the Nextleaf Shares to be each Shareholder's adjusted cost base for federal income tax purposes for the Legion Shares; and
- (c) Each of the Parties agrees that, whether or not the Acquisition is consummated, each will pay its own and its representatives' fees and expenses, including any fee for advice or opinions incurred in connection with the negotiation, preparation, execution and delivery of this Agreement and any other agreements, documents, opinions or evaluations contemplated hereby.

5. Securities Regulatory Requirements respecting Legion

Nextleaf acknowledges that:

- (a) the Acquisition will be subject to both the conditional acceptance and the final acceptance of the CSE, which will be contingent on satisfaction of a number of regulatory requirements including without limitation:
 - (i) the preparation and filing of a listing statement, and all accompanying documents, instruments, the Valuation and personal information forms of individuals that will become directors and officers of Legion and any of its subsidiaries, which describes the Acquisition and the resulting company after completion of the Acquisition;
 - (ii) the filing with the CSE and any Canadian securities commission having jurisdiction of, among other things, the Nextleaf Financial Statements and the Pro Forma Financial Statements which comply with the financial statement requirements of such securities regulatory authorities;
- (b) as a condition to completion of the Acquisition, Legion will be required to meet the applicable minimum listing requirements of the CSE under the rules and policies of the CSE; and

- (c) the Legion Shares to be issued to the Shareholders may be subject to resale restrictions, including escrow requirements, under the policies of the CSE and applicable Securities Laws.

6. Due Diligence

- (a) The Parties acknowledge that each of Legion and Nextleaf have provided the other Party with a complete and commercially reasonable request for due diligence materials, including financial statements and business plan and corporate disclosure that complies with the requirements of the CSE. Each of Nextleaf and Legion shall provide to the other Party the requested due diligence materials within 30 days of receipt of such request.
- (b) Each of Nextleaf and Legion will fully cooperate with the other Party in complying with the reasonable requirements of such other Party, and with such other Party's due diligence report and any Chartered Business Valuator, consultant, auditor or advisor.
- (c) Each of Nextleaf and Legion shall have the Due Diligence Period to determine whether its review has uncovered materially adverse information which makes it commercially unfeasible to complete the Acquisition as originally contemplated by the Parties.
- (d) All information and documents provided or otherwise acquired pursuant to this Section 6 shall be kept confidential.

7. Corporate Affairs of Legion in Connection with Acquisition

- (a) Effective at the Closing, the Board of Directors of Legion shall consist of such number of directors as determined by Nextleaf.
- (b) Effective at the Closing, the management of Legion shall be restructured, through resignations and appointments, so that it shall consist of those officers appointed by the new Board including, without limitation, the following: (i) Paul Pedersen as CEO and (ii) Charles Ackerman as CFO.
- (c) Effective at the Closing, the audit committee of Legion shall be structured, through resignations and appointments, so that it shall consist of three members.

8. Representations and Warranties by Nextleaf

Except as disclosed in Nextleaf the Disclosure Letter, Nextleaf represents, warrants and agrees as of the date hereof and at the Closing that:

- (a) Nextleaf is the legal and beneficial owner of 100% interest in any technology and intellectual property comprising any of the Nextleaf Assets, including without limitation, any patents, trademarks and copyrights, any right to patent, trademark or copyright in any country, title, engineering designs, concepts, models, prototypes, parts, manufacturing machines and tools, trade secrets, designs, parts, test equipment for, equipment required for use with, inventory, customer lists, advertising brochures, supplier lists and key contacts and other information, know-how and show-how associated with such technology;
- (b) Nextleaf is a corporation duly incorporated, validly existing and in good standing under the laws of the Province of British Columbia, and has the power, authority and capacity to enter into this Agreement and to carry out its terms. Nextleaf has all necessary corporate power to own those Nextleaf Assets owned by Nextleaf described in the Nextleaf Disclosure Letter and to conduct its business as such business is now being conducted. Nextleaf has no subsidiaries;
- (c) this Agreement constitutes a legal, valid and binding obligation of Nextleaf, and Nextleaf will use commercially reasonable best efforts to ensure that the execution and delivery of this Agreement and all other related agreements or documents, and the completion of the transactions contemplated hereby, will by Closing have been duly and validly authorized by all necessary corporate acts on the part of Nextleaf;
- (d) the authorized share capital of Nextleaf will at Closing consist of an unlimited number of ordinary shares without par value and of which up to 124,693,393 ordinary shares shall be issued and outstanding have been issued as fully paid and non-assessable shares;
- (e) there will at Closing be no outstanding share purchase options, rights to acquire shares or other contractual rights pursuant to which Nextleaf is obligated to issue additional Nextleaf Shares;
- (f) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by the Board of Directors of Nextleaf;

- (g) at Closing no person other than Legion will have any agreement, option, understanding or commitment, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, option or commitment for the purchase of any of the then outstanding Nextleaf Shares;
- (h) no person other than Legion has or will have any agreement, option, understanding or commitment, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, option or commitment for the acquisition of an interest in the assets of Nextleaf or any agreement, option, understanding or commitment, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, option or commitment for the acquisition of the shares of Nextleaf;
- (i) except in connection with the Financing and as disclosed to Legion, there is no person, firm or company acting or purporting to act for Nextleaf entitled to any brokerage or finder's fees in connection with this Agreement or any of the transactions contemplated herein;
- (j) Nextleaf owns the Nextleaf Assets free and clear of all Encumbrances whatsoever and Nextleaf is not aware of any adverse claim or claims which may affect title to or possession and use of such assets;
- (k) neither the execution and delivery of this Agreement, nor the completion of the purchase and sale contemplated herein will conflict with or result in any material breach of any of the terms and provisions of the constating documents or articles of Nextleaf, or any order, decree, statute, regulation, covenant or restriction applicable to Nextleaf;
- (l) to the knowledge of Nextleaf, there are no material actions, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of Nextleaf) pending or threatened by or against Nextleaf or affecting any of the Nextleaf Assets, described in the Nextleaf Disclosure Letter, at law or in equity, or before or by any federal, provincial, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign and Nextleaf is not aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success;
- (m) Nextleaf is not in material default or breach of any obligations under any one or more material contracts to which it is a party, including

without limitation the Nextleaf Material Contracts, and to the knowledge of Nextleaf, there exists no state of facts which, after notice or lapse of time or both, would constitute such a default or breach, and all such material contracts are now in good standing and in full force and effect without amendment thereto and Nextleaf is entitled to all benefits thereunder. Further, there are no outstanding material disputes under any such contracts and no consents, releases, waivers or approvals are necessary under such contracts with regard to the transactions described in this Agreement. Nextleaf is not aware of any other party having an intention to terminate, either by notice or breach, any material contract made with Nextleaf;

- (n) Nextleaf has filed with the applicable federal, state, provincial and local, tax authorities, all returns, reports and declarations which are required to be filed by it and has paid, or made arrangements for the payment of all taxes which have become due and no taxing authority is asserting or has, to the knowledge of Nextleaf threatened to assert, or has any basis for asserting against Nextleaf, any claim for additional taxes or interest thereon or penalty;
- (o) the Nextleaf Financial Statements, when available, will be based on the books and records of Nextleaf, and will fairly present the financial condition of Nextleaf, at the date thereof and the results of the operations for such periods;
- (p) Nextleaf has no indebtedness, liabilities or obligations, secured or unsecured (whether accrued, absolute, contingent or otherwise) which will not be disclosed in the Nextleaf Financial Statements, except for those incurred in the ordinary course of business, and those incurred in connection with the transactions contemplated by this Agreement, or otherwise disclosed to and agreed to by Legion prior to the Closing;
- (q) as soon as possible following the execution of this Agreement, Nextleaf shall use its commercially reasonable efforts to prepare the Nextleaf Financial Statements and business plan and corporate disclosure that complies with the requirements of the CSE and deliver same to Legion; and
- (r) Nextleaf shall use their commercially reasonable efforts to cause 100% of the Nextleaf Shares to be tendered for sale and purchase at the Closing.

9. Representations and Warranties by Legion

Except as disclosed in the Legion Disclosure Letter, Legion represents and warrants to and agrees with Nextleaf as of the date hereof and on the Closing that:

- (a) Legion is the legal and beneficial owner of 100% interest in its assets;
- (b) Legion is a validly existing under the laws of British Columbia and is in good standing under the laws of British Columbia, and has the power, authority and capacity to enter into this Agreement and to carry out its terms. Legion has all necessary corporate power to own its assets and to conduct its business as such business is now being conducted. Except for Spinco, Legion has no subsidiaries;
- (c) Legion is a reporting issuer within the meaning of Securities Laws in British Columbia, Alberta and Ontario, is not in default of any requirement of any applicable Securities Laws or any other regulatory authority having jurisdiction has issued any order preventing or suspending trading of any securities of Legion and Legion is entitled to avail itself of the applicable prospectus and registration exemptions available under applicable Securities Laws in British Columbia, Alberta and Ontario in respect of the issuances of securities contemplated by this Agreement;
- (d) the execution and delivery of this Agreement and all other related agreements or documents, and the completion of the transactions contemplated hereby, have been duly and validly authorized by all necessary corporate acts on the part of Legion and do not require Legion to obtain any other authorization, approval, order, license, permit, consent, certificate or registration and this Agreement constitutes a legal, valid and binding obligation of Legion;
- (e) the authorized share capital of Legion consists of an unlimited number of common shares without par value, of which there will be on the Effective Date 12,764,600 Legion Shares (3,647,029 Legion Shares following the Consolidation) issued and outstanding, not including any common shares issued upon the exercise of any existing convertible securities;
- (f) there are no outstanding subscriptions, options, warrants, rights, securities, agreements, understandings or other arrangements (whether oral or written) under which Legion is bound or obligated to issue any additional shares or rights to purchase shares other than pursuant to this Agreement and except as disclosed in Schedule "A";

- (g) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by the Board of Directors of Legion;
- (h) there is no person, firm or company acting or purporting to act for Legion entitled to any brokerage or finder's fees in connection with this Agreement or any of the transactions contemplated herein;
- (i) Legion has the full and lawful right and authority to issue the Legion Shares to the Shareholders for the Nextleaf Shares and upon payment of the Purchase Price by the issuance of the Legion Shares representing the Purchase Price, the Legion Shares will be validly issued as fully paid and non-assessable common shares in the capital of Legion and the Shareholders will own the Legion Shares free and clear of all Encumbrances;
- (j) except as disclosed in Schedule "A" to this Agreement, no person other than Nextleaf has any agreement, option, understanding or commitment, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, option or commitment for the purchase or other acquisition of any of the Legion Shares or of an interest in any of the assets of Legion;
- (k) neither the execution and delivery of this Agreement nor consummation of the transactions contemplated hereby will conflict with or result in the breach of any of the terms or provisions of, or constitute a default under, the constating documents of Legion or any indenture, mortgage or other agreement or instrument to which Legion is a party or by which it or its assets are bound or any order, decree, statute, regulation, covenant or restriction applicable to Legion;
- (l) to the knowledge of Legion, there are no actions, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of Legion) pending or, to the knowledge of Legion, threatened by or against Legion, at law or in equity, or before or by any federal, provincial, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign and Legion is not aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success;
- (m) Legion is not in material default or breach of any obligations under any one or more material contracts to which it is a party and to the knowledge of Legion, there exists no state of facts which, after notice

or lapse of time or both, would constitute such a default or breach, and all such material contracts are now in good standing and in full force and effect without amendment thereto and Legion is entitled to all benefits thereunder. Further, there are no outstanding material disputes under any such contracts and no consents, releases, waivers or approvals are necessary under such contracts with regard to the transactions described in this Agreement. Legion is not aware of any other party having an intention to terminate, either by notice or breach, any material contract made with Legion;

- (n) Legion has filed with the applicable federal, state, provincial and local tax authorities, all returns, reports and declarations which are required to be filed by it, and has paid all taxes which have become due and no taxing authority is asserting or has, to the knowledge of Legion threatened to assert, or has any basis for asserting against Legion any claim for additional taxes or interest thereon or penalty;
- (o) the Legion Financial Statements are based on the books and records of Legion and fairly present the financial condition or Legion at the date thereof and the results of the operations for such periods;
- (p) Legion has no indebtedness, liabilities or obligations, secured or unsecured (whether accrued, absolute, contingent or otherwise) which are not disclosed in the Legion Financial Statements that are part of the Legion Public Disclosure Record, except for those incurred in connection with the transactions contemplated by this Agreement;
- (q) Legion has never had any reportable disagreement (within the meaning of applicable Securities Laws) with the present or any former auditor of Legion;
- (r) Legion has filed all documents required to be filed by it with any securities commissions having jurisdiction in accordance with applicable Securities Laws with the CSE in accordance with the rules and policies of the CSE. All such documents and information comprising the Legion Public Disclosure Record, as of their respective dates (and the dates of any amendments thereto), (1) 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 in which they were made, not misleading, and (2) complied in all material respects with the requirements of applicable Securities Laws, and any amendments to the Legion Public Disclosure Record required to be made have been filed on a timely basis with the securities commissions having jurisdiction or

the CSE. Legion has not filed any confidential material change report with any securities commission having jurisdiction that at the date of this Agreement remains confidential. There has been no change in a material fact or a material change (as those terms are defined under the *Securities Act* (British Columbia)) in any of the information contained in the Legion Public Disclosure Record, except for changes in material facts or material changes that are reflected in a subsequently filed document included in the Legion Public Disclosure Record;

- (s) no order ceasing or suspending trading in the Legion Shares (or any of them) or any other securities of Legion is outstanding and no proceedings for this purpose have been instituted or are pending, contemplated or threatened;
- (t) Legion has no employment, consulting, managerial or similar agreement which cannot be terminated on notice of 30 days or less, without further liability or obligation to Legion;
- (u) as soon as possible following the execution of this Agreement Legion shall use its commercially reasonable efforts to complete and file its application with the CSE for acceptance for filing of the Acquisition by the filing of all documentation required, including but not limited to the Nextleaf Financial Statements and business plan and corporate disclosure and the listing statement;
- (v) there are no amounts payable to the directors, officers or employees of Legion (of any nature whatsoever), and there are no options, warrants or other securities convertible into Legion Shares that will automatically convert or become subject to immediate vesting, arising from a “change of control” of Legion pursuant to the Acquisition; and
- (w) at the time of Closing, Legion will have obtained all consents, approvals, permits, authorizations or filings as may be required under Securities Laws and the by-laws, rules and regulations of the CSE necessary for the performance by Legion of its obligations under this Agreement.

10. **General Conditions Precedent**

The respective obligations of the Parties hereto to consummate the transactions contemplated hereby are subject to the satisfaction, on the Closing Date, of the following conditions any of which may be waived by the mutual consent of such Parties without prejudice to their rights to rely on any other or others of such conditions:

- (a) the Legion Shares to be issued upon the completion of the Acquisition, and any incentive stock options granted by Legion in connection with and concurrently with the Closing, or in connection with the Acquisition shall have been accepted for listing or approved by the CSE, subject to Legion fulfilling the CSE's listing requirements;
- (b) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement, including, without limitation, the Acquisition; and all consents, orders and approvals required or necessary or desirable for the completion of the transactions provided for in this Agreement shall have been obtained or received from the persons, authorities or bodies having jurisdiction in the circumstances, all on terms satisfactory to each of the Parties hereto, acting reasonably; and
- (c) Legion and Nextleaf shall have received from each other any legal opinions from counsel and certificates from officers with respect to such matters as counsel of Legion and Nextleaf may require, acting reasonably.

11. Conditions Precedent in favour of Legion

Legion's obligation to complete the Acquisition is subject to the following conditions precedent which are to be satisfied, as applicable, on or before the Closing:

- (a) Except as disclosed in a Disclosure Letter from Nextleaf and except as may be granted and issued under the Financing, including share purchase warrants issued to investors under the Financing and compensation options granted and issued to securities dealers and other agents assisting with the Financing, there shall be no convertible securities, rights or agreements which may be converted into or result in the issuance of common shares in Nextleaf other than this Agreement;
- (b) The fair market value of each of the resulting common shares held by Legion shareholders and former Nextleaf shareholders of the resulting issuer after giving effect to the Acquisition shall not be less than \$0.35 based on respective fair market valuations of Nextleaf and Legion with the additional condition that the acquisition be opined as fair to both Nextleaf and Legion in the opinion of the Chartered Business Valuator providing the Valuation;
- (c) The Financing shall have been completed;

- (d) The spin out from Legion of the Millen Mountain Property and the disposition of the Cryptocurrency Assets shall have been completed prior to or as part of the transactions comprising the Acquisition;
- (e) Legion having obtained the consent or approval of any parties from whom consent to the Acquisition and the CSE listing is required, including without limitation its shareholders and the CSE;
- (f) Except as disclosed in the Nextleaf Disclosure Letter or as may be granted and issued under the Financing, including share purchase warrants issued to investors under the Financing and compensation options granted and issued to securities dealers and other agents assisting with the Financing, all convertible securities of Nextleaf shall have expired or shall have been cancelled and shall no longer be of any force or effect;
- (g) at the request of Legion at any time before Closing, (i) Nextleaf shall use commercially reasonable best efforts to ensure that all directors, officers and shareholders holding more than 5% of the issued and outstanding number of ordinary shares of Nextleaf enter into support agreements with Legion for their continuing support of the Acquisition and this Agreement, which support agreements shall contemplate providing support by way of voting for shareholders resolutions for the approval of the Acquisition, waiver of any applicable dissent rights and ensuring that good marketable title to any securities held by the foregoing individuals shall be delivered to Legion pursuant to the Acquisition;
- (h) Legion and its counsel having had a reasonable opportunity to review and approve all material documentation in connection with the Acquisition, including without limitation, the Nextleaf Financial Statements, Valuation, business plan and business/corporate disclosure that complies with the requirements of the CSE;
- (i) Legion and its counsel having had a reasonable opportunity to perform and satisfy themselves with the results of the searches and other due diligence reviews reasonable or customary in a transaction of a similar nature to that contemplated herein to be completed within the Due Diligence Period in accordance with Section 6 hereof;
- (j) Nextleaf having furnished Legion with certified copies of the resolutions passed by the Board of Directors of Nextleaf approving this Agreement or the superseding definitive documentation and the consummation of the transactions contemplated herein;

- (k) the representations and warranties of Nextleaf contained herein (subject to any qualifications, exceptions and other information provided by Nextleaf in a Disclosure Letter) being true and correct in all material respects at and as of the Closing;
- (l) all covenants, agreements and obligations hereunder on the part of Nextleaf to be performed or complied with at or prior to the Closing contained herein will have been performed and complied with in all material respects;
- (m) Nextleaf's auditors having completed all necessary audits and reviews of the Nextleaf Financial Statements and the Pro Forma Financial Statements and audits or reviews of any subsequent period required by regulatory authorities and such statements showing no material adverse matters; and
- (n) 100% of the Nextleaf Shares shall have been tendered for the sale and purchase under the Acquisition.

The conditions set forth in this Section are for the exclusive benefit of Legion and may be unilaterally waived by Legion to the extent permitted by applicable laws or regulatory requirements in whole or in part at any time.

12. Conditions Precedent in favour of Nextleaf

The obligations of Nextleaf to complete the Acquisition are subject to the following conditions precedent which are to be satisfied, as applicable, on or before the Closing, or such earlier date as may be indicated:

- (a) At the Closing, the Board of Directors of Legion shall consist of such number of directors as shall be designated by Nextleaf;
- (b) Except as disclosed in this Agreement or in a Disclosure Letter from Legion, there shall be no convertible securities, rights or agreements which may be converted into or result in the issuance of Legion Shares other than this Agreement (including any Legion stock options issued on Closing);
- (c) Nextleaf having obtained the consent or approval of any parties from whom consent to the Acquisition and the CSE listing is required, including without limitation the Shareholders and the CSE;
- (d) The fair market value of each of the resulting common shares held by Legion shareholders and former Nextleaf shareholders of the resulting issuer after giving effect to the Acquisition shall not be less than \$0.35

based on respective fair market valuations of Nextleaf and Legion with the additional condition that the acquisition be opined as fair to both Nextleaf and Legion in the opinion of the Chartered Business Valuator providing the Valuation;

- (e) At the request of Nextleaf at any time before Closing, (i) Legion shall use commercially reasonable best efforts to ensure that all directors, officers and shareholders holding more than 5% of the issued and outstanding number of common shares of Legion enter into support agreements with Nextleaf for their continuing support of the Acquisition and this Agreement, which support agreements shall contemplate providing support by way of voting for shareholders resolutions for the approval of the Acquisition and waiver of any applicable dissent rights;
- (f) Legion having furnished Nextleaf with certified copies of the resolutions passed by the Board of Directors of Legion approving this Agreement or the superseding definitive documentation and the consummation of the transactions contemplated herein;
- (g) Legion shall have furnished Nextleaf with:
 - (i) certified copies of the resolutions passed by the Board of Directors of Legion approving this Agreement and the consummation of the transactions contemplated herein; and
 - (ii) letter from the CSE conditionally approving the Acquisition subject to customary conditions;
- (h) the Financing shall have completed;
- (i) The spin out from Legion of the Millen Mountain Property and disposition of the Cryptocurrency Assets shall have been completed prior to or as part of the transactions comprising the Acquisition;
- (f) Nextleaf and its counsel having had a reasonable opportunity to review and approve all material documentation in connection with the Acquisition, including without limitation, Legion submissions to the CSE;
- (g) Nextleaf and its counsel having had a reasonable opportunity to perform and satisfy themselves with the results of the searches and other due diligence reviews reasonable or customary in a transaction of

a similar nature to that contemplated herein to be completed within the Due Diligence Period in accordance with Section 6 hereof;

- (h) Legion shall not have incurred any liabilities other than those reasonably incurred in connection with the transactions contemplated in this Agreement and shall have spent its cash on hand at the date of this Agreement exclusively in the ordinary course of business and for the purpose of completing the Acquisition;
- (i) the representations and warranties of Legion contained herein (subject to any qualifications, exceptions and other information provided by Legion in a Disclosure Letter) being true and correct in all material respects at and as of the Closing;
- (j) all covenants, agreements and obligations hereunder on the part of Legion to be performed or complied with at or prior to the Closing contained herein will have been performed and complied with in all material respects;
- (k) Legion will be in good standing under the laws of British Columbia and shall be a reporting issuer not in default within the meaning of Securities Laws in British Columbia, Alberta and Ontario;
- (l) there shall not be any legal proceedings or regulatory actions or proceedings against Legion at the Closing Date which may, if determined against the interest of Legion, have a material adverse effect on Legion or the Acquisition;
- (m) Legion shall have issued no further Legion Shares or securities convertible into Legion Shares and shall have paid no dividends or made any other distributions whatsoever to its shareholders and that on Closing there shall be no more than 12,764,600 (3,647,029 following the Consolidation) Legion Shares outstanding, not including any common shares issued upon the exercise of any existing convertible securities, as indicated in Schedule "A".

The conditions set forth in this Section are for the exclusive benefit of Nextleaf and may be unilaterally waived by Nextleaf in whole or in part at any time.

13. Ordinary Course

Until the Closing of the Acquisition and except as contemplated in this Agreement or as disclosed in a Disclosure Letter to the other Party, no Party shall, without the prior written consent of the other Party, enter into any contract in respect of its business or assets, other than in

the ordinary course of business, or as otherwise contemplated by this Agreement, or the definitive documentation, and each Party shall continue to carry on its business and maintain its assets in the ordinary course of business, with the exception of reasonable costs incurred in connection with the Acquisition; and, without limitation, but subject to the above exceptions, shall maintain payables and other liabilities at levels consistent with past practice, shall not engage or commit to engage in any extraordinary material transactions and shall not make or commit to make distributions, dividends or special bonuses, shall not repay or commit to repay any shareholders' loans, or enter into or renegotiate or commit to enter into or renegotiate any employment, management or consulting agreement with any senior officer, in each case without the prior written consent of the other Party.

14. **Public Disclosure**

The Parties understand and agree that the transactions hereunder necessarily involve the disclosure and preparation of documents, agreements and other instruments that will be vetted and recorded by securities regulatory authorities and may be published for public viewing.

15. **Standstill and Related Matters**

- (a) Each of Nextleaf and Legion agrees that, from the date hereof through the Closing, except as contemplated under this Agreement or as part of the transactions comprising the Acquisition, it will not initiate, solicit, encourage, discuss, negotiate or accept any offers from any third party or indicate any interest to any third party with respect to (i) the sale of all or substantially all of its assets, or (ii) any merger, business combination, or consolidation of it with any other person, except for the acquisition by Legion of marijuana genetics related assets which this Section 15 shall not apply thereto (each an “**Alternative Transaction**”).
- (b) Notwithstanding Section 15(a) and any other provision of this Agreement or of any other agreement between Nextleaf and Legion, if at any time following the date of this Agreement, either Nextleaf or Legion, as the case may be, receives a *bona fide*, written proposal for an Alternative Transaction that did not result from a breach of Section 15(a) that the Board of Directors of Nextleaf or Legion, as the case may be, determines in good faith, after consultation with its financial advisors and outside counsel, constitutes or, if consummated in accordance with its terms could reasonably be expected to be a Superior Proposal, then Nextleaf or Legion, as the case may be, may, in response to a request made by the party making such written proposal for an Alternative Transaction, (i) furnish information with respect to itself to the person making such written proposal for an Alternative Transaction, and/or (ii) enter into, participate, facilitate and

maintain discussions or negotiations with, and otherwise cooperate with or assist, the person making such written proposal for an Alternative Transaction.

- (c) In the event that Nextleaf or Legion receives a written proposal for an Alternative Transaction in accordance with Section 15(b), it shall promptly provide written notice to the other Party of the receipt of such written proposal for an Alternative Proposal, including the material terms and conditions thereof, and the identity of the person or persons making the written proposal for an Alternative Transaction.
- (d) Subject to Section 15(e), if either Nextleaf or Legion receives a written proposal for an Alternative Transaction that did not result from a breach of this Agreement and which the Board of Directors of Nextleaf or Legion, as the case may be, determines in good faith, after consultation with its financial advisors and outside counsel, constitutes or, if consummated in accordance with its terms could reasonably be expected to be a Superior Proposal, then it may terminate this Agreement in order to enter into a definitive agreement with respect to such Superior Proposal.
- (e) Each of Nextleaf and Legion covenants that it will not accept, approve, endorse, recommend or enter into any agreement, understanding or arrangement in respect of a Superior Proposal unless:
 - (i) its Board of Directors has determined that it is a Superior Proposal;
 - (ii) it has complied with all of its applicable obligations under this Section 15;
 - (iii) a period (the “**Response Period**”) of five business days has elapsed from the date that it provided written notice to the other Party in accordance with Section 15(c);
 - (iv) it has paid the Termination Fee in accordance with Section 15(g) and terminated this Agreement in accordance with Section 16(g);
- (f) During the Response Period, the Party receiving notice in accordance with Section 15(c) will have the right, but not the obligation, to offer to amend this Agreement and the terms and conditions of the Acquisition. The Party receiving the Superior Proposal shall review any such offer from the other Party to amend this Agreement and the terms and

conditions of the Acquisition to determine whether the Alternative Transaction would continue to be a Superior Proposal, in which case it will enter into an amendment to this Agreement incorporating the amendments to the Agreement and the terms and conditions of the Acquisition; if it determines that the Alternative Transaction continues to be a Superior Proposal, it may terminate this Agreement in accordance with Section 16(g).

- (g) If either Nextleaf or Legion wishes to terminate this Agreement pursuant to Section 16(g), it shall at the time of such termination pay an amount equal to the Termination Fee to the other Party. The Parties acknowledge that the obligation to pay the Termination Fee in accordance with this Section 15(g) is an integral part of the transactions contemplated in this Agreement and that, without such obligation, the Parties wouldn't enter into this Agreement. Each of the Parties further acknowledges that the Termination Fee represents a payment of liquidated damages which are a genuine pre-estimate of the damages which the Party entitled to such damages will suffer or incur as a result of the event giving rise to such payment and the resultant termination of this Agreement and are not penalties and irrevocably waives any right it may have to raise as a defense that any such liquidated damages are excessive or punitive.

16. Termination

This Agreement may be terminated by mutual agreement of the respective Parties hereto. Unless otherwise agreed in writing by Legion and Nextleaf, this Agreement shall terminate without further notice or agreement in the event that:

- (a) the listing application of Legion is rejected by the CSE and all recourse or rights of appeal have been exhausted;
- (b) any conditions precedent set out in Sections 10, 11 and 12 hereof are not satisfied, released or waived concurrently with the Closing;
- (c) the Effective Date has not occurred on or before the 180th day from the date of execution of this Agreement by all parties hereto unless extended in writing by the Parties, or such later date as may be approved in writing by Legion and Nextleaf;
- (d) a definitive agreement is executed by the Parties that expressly supersedes this Agreement;

- (e) upon written notice being delivered by Legion to Nextleaf upon completion of the Due Diligence Period stating that Legion is not prepared to complete the Acquisition as a result of its due diligence review;
- (f) upon written notice being delivered by Nextleaf to Legion upon completion of the Due Diligence Period stating that Nextleaf is not prepared to complete the Acquisition as a result of its due diligence review;
- (g) either Nextleaf or Legion provides written notice of termination to the other Party indicating that it wishes to terminate this Agreement in accordance with Section 15;
- (h) upon written notice by a Party hereto of termination of this Agreement due to a breach of the terms of this Agreement by the other Party hereto, provided such breach has not been cured to the reasonable satisfaction of the terminating Party within 10 days of such other Party receiving written notice thereof.

17. **General**

- (a) Unless otherwise provided, all dollar amounts referred to in this Agreement are in lawful money of Canada.
- (b) The representations, warranties and covenants made by Legion and Nextleaf in this Agreement will survive the Closing and any termination of this Agreement, notwithstanding such Closing or any investigation made by or on behalf of either Legion and Nextleaf or any other person acting on their behalf will continue in full force and effect for a period of one year.
- (c) This Agreement will enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. This Agreement may not be assigned by any Party without the prior written consent of the other Party.
- (d) This Agreement may be executed in several counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument. Delivery of a copy by facsimile or other electronic means will be deemed to be delivery of an original.

- (e) Each Party shall bear their respective all costs in connection with the transactions contemplated in this Agreement, including legal and accounting costs, whether or not the Acquisition is completed.
- (f) This Agreement is intended to be a binding agreement between the Parties subject to the terms and conditions hereof.
- (g) Time is of the essence of this Agreement.
- (h) This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- (i) If any provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any rule of law or public policy, then such provision will be severed from and will not affect any other provision of this Agreement. Upon such determination, the Parties will negotiate in good faith to modify such terms or provisions so as to affect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible. All other provisions of this Agreement will, nevertheless, remain in full force and effect and no provision will be deemed dependent upon any other provision unless so expressed.
- (j) All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered or sent if delivered personally or sent by facsimile or e-mail transmission, or as of the following business day if sent by prepaid overnight courier, to the Parties at the following addresses (or at such other addresses as shall be specified by any party by notice to the other given in accordance with these provisions):
 - (i) if to Nextleaf:

Nextleaf Solutions Ltd.
Suite 304, 68 Water Street
Vancouver, BC
V6B 1A4

Attention: Paul Pedersen, CEO
Email: paul@nextleafsolutions.com
 - (ii) if to Legion:

Legion Metals Corp.
600-1090 West Georgia Street
Vancouver BC
V6E 3V7

Attention: Peter Smith, CEO
Email: ifgsmith@yahoo.ca

- (k) If you agree to the above terms, kindly sign two copies of this letter signifying your approval and acceptance and return one fully executed letter to the writer at your earliest convenience. Upon acceptance this offer becomes a binding agreement subject to its terms.

Yours truly,

Legion Metals Corp.

Per: "Peter Smith"
Name: **Peter Smith, CEO**

The undersigned hereby agrees to the foregoing terms and conditions of this Agreement as of the date first written above.

Nextleaf Solutions Ltd.

Per: "Paul Pedersen"
Name: **Paul Pedersen, CEO**

SCHEDULE “A”
PRO FORMA CAPITAL STRUCTURE OF LEGION
(following completion of the Acquisition)

Type of Securities	Number of Securities
Issued Legion Shares	12,764,600
Post-Consolidation Legion Shares	3,647,029
Legion Agent’s Options (Post-Consolidation)	112,203
Legion Stock Options (Post-Consolidation)	314,286
Proposed Nextleaf Purchase Price - Legion Shares (post-\$3,000,000 Financing)	98,521,964 ⁽¹⁾
Proposed Legion Warrants and Agent’s Options exchanged for Nextleaf Warrants and Agent’s Options (post-\$3,000,000 Financing)	2,685,714 ⁽¹⁾
Additional Legion Stock Options to incoming Nextleaf directors, management and employees	13,900,000
<hr/>	
Fully Diluted Legion Shares Outstanding following the Acquisition, including the Consolidation and the Financing of up to \$3,000,000 and includes compensation options granted and issued to agents and others assisting with the Financing.	116,495,482
Fully Diluted Legion Shares Outstanding following the Acquisition, including the Consolidation and the Financing of up to \$8,050,000 (comprising of a \$7,000,000 financing and a 15% over-allotment of \$1,050,000) and includes compensation options granted and issued to agents and others assisting with the Financing.	146,506,911