A copy of this amended and restated preliminary prospectus has been filed with the securities regulatory authority in each of the provinces and territories of Canada, except Quebec, but has not yet become final for the purpose of the sale of securities. Information contained in this amended and restated preliminary prospectus may not be complete and may have to be amended. The securities may not be sold until a receipt for the prospectus is obtained from the securities regulatory authorities.

No securities regulatory authority has expressed an opinion about these securities and it is an offence to claim otherwise. This amended and restated preliminary prospectus constitutes a public offering of the securities only in those jurisdictions where they may be lawfully offered for sale and, in such jurisdictions, only by persons permitted to sell such securities.

*These securities have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**") or any state securities legislation and may not be offered or sold in the United States except in compliance with the registration requirements of the U.S. Securities Act and applicable state securities legislation or pursuant to an exemption therefrom. This amended and restated preliminary prospectus does not constitute an offer to sell or a solicitation of an offer to buy any of the securities offered hereby within the United States. See "Plan of Distribution".*

SECOND AMENDED AND RESTATED PRELIMINARY PROSPECTUS DATED DECEMBER 12, 2017, AMENDING AND RESTATING THE AMENDED AND RESTATED PRELIMINARY PROSPECTUS DATED NOVEMBER 15, 2017

Initial Public Offering December 12, 2017

CANNABIS STRATEGIES ACQUISITION CORP.

CSAC
Cannabis Strategies Acquisition Corp.

$125,000,000

12,500,000 Class A Restricted Voting Units

Cannabis Strategies Acquisition Corp. (the "**Corporation**" or "**we**" or "**us**") is a newly organized special purpose acquisition corporation incorporated under the laws of the Province of Ontario for the purpose of effecting an acquisition of one or more businesses or assets, by way of a merger, amalgamation, arrangement, share exchange, asset acquisition, share purchase, reorganization, or any other similar business combination involving the Corporation, which we refer to throughout this prospectus as our "qualifying transaction". We have not identified any qualifying transaction target and we have not, nor has anyone on our behalf, initiated any substantive discussions, directly or indirectly, with any prospective qualifying transaction target or entered into a written or oral binding acquisition agreement with respect to a potential qualifying transaction. We intend to focus our search for target businesses that focus on marijuana production and/or distribution and/or related sectors; however, we are not limited to a particular industry or geographic region for purposes of completing our qualifying transaction. We intend to focus on acquiring one or more companies with an estimated aggregate enterprise value of between $150 million and $300 million.

This is an initial public offering of our securities. Each Class A Restricted Voting Unit has an offering price of $10.00 and consists of one Class A Restricted Voting Share, one Warrant and one Right. Upon the closing of our qualifying transaction, each Class A Restricted Voting Share would, unless previously redeemed, be automatically converted into one Class B Share. Each Right shall entitle the holder, upon the closing of our qualifying transaction, to receive one-tenth (1/10) of a Class A Restricted Voting Share (which at such time will represent one-tenth (1/10) of a Class B Share, subject to adjustment under the terms of the qualifying transaction). We will not issue fractional shares. As a result, holders must hold Rights in multiples of 10 in order to receive shares for all of such holder's Rights upon the closing of our qualifying transaction. The Warrants will become exercisable, at an exercise price of $11.50, commencing 65 days after the completion of our qualifying transaction and will expire on the day that is

five years after the completion of our qualifying transaction or earlier, as described in this prospectus. We have also granted the underwriter, being Canaccord Genuity Corp. ("**Canaccord**" or the "**Underwriter**"), a 30-day non-transferable option to purchase up to an additional 1,875,000 Class A Restricted Voting Units, at a price of $10.00 per Class A Restricted Voting Unit, to cover over-allotments, if any, and for market stabilization purposes. I-Bankers Securities, Inc. ("**I-Bankers**") intends to enter into a U.S. sub-underwriting agreement with the Underwriter in connection with the sale of Class A Restricted Voting Units. I-Bankers is registered as a broker dealer in the United States, and is not registered to sell securities in any Canadian jurisdiction. Accordingly, I-Bankers will only sell Class A Restricted Voting Units in the United States pursuant to exemptions from the registration requirements in the United States and any other jurisdictions where such sales are permissible. See "Plan of Distribution". All capitalized terms not herein defined have the meanings ascribed to them in the "Glossary of Terms" herein.

If we are unable to consummate a qualifying transaction within the Permitted Timeline of 18 months from the Closing, as it may be extended, as described in this prospectus (and provided that, with 10 days' advance notice by way of a news release, the Corporation may shorten the Permitted Timeline with the approval of its board of directors), we will be required to redeem each of the outstanding Class A Restricted Voting Shares, for an amount per share, payable in cash, equal to the pro-rata portion (per Class A Restricted Voting Share) of: (A) the escrowed funds available in the Escrow Account, including any interest and other amounts earned thereon; less (B) an amount equal to the total of (i) any applicable taxes payable by the Corporation on such interest and other amounts earned in the Escrow Account, (ii) any taxes of the Corporation (including under Part VI.1 of the Tax Act) arising in connection with the redemption of the Class A Restricted Voting Shares, and (iii) up to a maximum of $50,000 of interest and other amounts earned to pay actual and expected Winding-Up expenses and certain other related costs (as described herein), each as reasonably determined by the Corporation. In such event, the Rights will expire and be worthless. The Underwriter will have no right to the deferred underwriting commissions held in the Escrow Account in such circumstances.

Such Permitted Timeline, however, could be extended to up to 36 months with shareholder approval of only the holders of Class A Restricted Voting Shares, by ordinary resolution, with approval by the Corporation's board of directors, and with the consent of the Exchange, if required. If such approvals and consent (if applicable) are obtained, holders of Class A Restricted Voting Shares, whether such holders voted for or against, or did not vote on, the extension of the Permitted Timeline, would be permitted to deposit all or a portion of their shares for redemption prior to 5:00 p.m. (Toronto time) on the fifth Business Day before the shareholders' meeting in respect of the extension. Immediately prior to the date that the extension of the Permitted Timeline takes effect, we would be required to redeem such Class A Restricted Voting Shares so deposited at an amount per share, payable in cash, equal to the pro-rata portion (per Class A Restricted Voting Share) of: (A) the escrowed funds available in the Escrow Account at the time of the meeting in respect of the extension, including any interest or other amounts earned thereon; less (B) an amount equal to the total of (i) any applicable taxes payable by the Corporation on such interest and other amounts earned in the Escrow Account, (ii) any taxes of the Corporation (including under Part VI.1 of the Tax Act) arising in connection with the redemption of the Class A Restricted Voting Shares, and (iii) actual and expected expenses directly related to the redemption, each as reasonably determined by the Corporation. For greater certainty, such amount will not be reduced by the deferred underwriting commissions per Class A Restricted Voting Share held in the Escrow Account. Amounts not held in escrow may be used to pay for administrative expenses in connection with our initial public offering and for general corporate purposes.

Mercer Park CB, L.P., which we refer to as our "Sponsor" throughout this prospectus, intends to purchase an aggregate of 250,000 Class B Units at an offering price of $10.00 per Class B Unit (for an aggregate purchase price of $2,500,000) and 2,500,000 share purchase warrants (also referred to as the "Founders' Warrants" throughout this prospectus) at an offering price of $1.00 per Founders' Warrant (for an aggregate purchase price of $2,500,000) that will occur simultaneously with the Closing. Each Class B Unit consists of one Class B Share, one Warrant and one Right. The Founders' Warrants and the Warrants underlying the Class B Units will be subject to the same terms and conditions as the Warrants underlying the Class A Restricted Voting Units, except as otherwise disclosed herein. See "Description of Securities – Warrants". The Rights underlying the Class B Units will be subject to the same terms and conditions as the Rights underlying the Class A Restricted Voting Units. See "Description of Securities – Rights".

Our Sponsor has also advised that if the Over-Allotment Option is exercised by the Underwriter during the Over-Allotment Option Period, it intends to purchase from us additional Class B Units (up to an aggregate maximum of

23,438 additional Class B Units) at a price of $10.00 per Class B Unit, as well as up to an aggregate maximum of 234,375 additional Founders' Warrants at a price of $1.00 per Founders' Warrant in an amount such that the aggregate gross proceeds from the sale of such Class B Units and the additional Founders' Warrants is equal to the total upfront underwriting commissions payable on the additional Class A Restricted Voting Units purchased by the Underwriter pursuant to its exercise of the Over-Allotment Option. The purchase of these additional Class B Units and additional Founders' Warrants by our Sponsor will occur simultaneously with the purchase of Class A Restricted Voting Units resulting from the exercise of the Over-Allotment Option.

At or prior to the Closing, our Sponsor and Kamaldeep Thindal and Charles Miles (or persons or companies controlled by them) (which we refer to collectively with our Sponsor as our "Founders" throughout this prospectus) will have purchased an aggregate of 3,662,109 Class B Shares, also referred to as the "Founders' Shares" throughout this prospectus, for an aggregate price of $25,000, or approximately $0.0068 per Founders' Share, or $0.0078 per Founders' Share if the Over-Allotment Option is not exercised. Up to 474,609 of the Founders' Shares, which are referred to throughout this prospectus as the "Over-Allotment Forfeitable Founders' Shares", are subject to forfeiture by the Founders without compensation depending on the extent to which the Over-Allotment Option is exercised. The Founders' Shares outstanding after giving effect to this Offering and at the conclusion of the Over-Allotment Option Period, including any corresponding forfeiture of the Over-Allotment Forfeitable Founders' Shares depending on the extent to which the Over-Allotment Option is exercised, will represent 20.0% of the issued and outstanding shares of the Corporation (including all Class A Restricted Voting Shares and Class B Shares, but assuming no exercise of the Warrants or conversion of the Rights).

Accordingly, with the inclusion of our Class B Shares forming part of the Class B Units that our Sponsor intends to purchase (and assuming that our Sponsor does not purchase any Class A Restricted Voting Units in this Offering), our Founders will hold approximately a 21.57% voting interest to vote on the qualifying transaction (assuming no exercise of the Over-Allotment Option) and a 21.49% voting interest (assuming exercise of the Over-Allotment Option in full). Accordingly, our Founders may significantly influence the vote on the qualifying transaction, which they may be inclined to do given the difference in economic interests of our Founders as compared to the holders of Class A Restricted Voting Shares. See "Risk Factors". Prior to any Shareholders Meeting at which a qualifying transaction is approved, if required by the Exchange's rules at the time of the qualifying transaction, holders of the Class A Restricted Voting Shares are not entitled to vote at (or receive notice of or meeting materials in connection with) meetings held only to consider the election and/or removal of directors and auditors. The holders of the Class A Restricted Voting Shares would, however, be entitled to vote on and receive notice of meetings on all other matters requiring shareholder approval (including the proposed qualifying transaction and any proposed extension to the Permitted Timeline). In lieu of holding an annual meeting, the Corporation has undertaken to file an annual information form, issue a press release announcing the filing thereof and informing holders of Class A Restricted Voting Shares of the status of identifying and securing a qualifying transaction, and, not less than two weeks later, hold an investor conference call.

At or prior to the Closing, each of our Founders will agree, (a) pursuant to the Forfeiture and Transfer Restrictions Agreement and Undertaking, not to transfer any of its Founders' Shares until the earlier of: one year following completion of the qualifying transaction, and the closing share price of the Class B Shares equaling or exceeding $12.00 per share (as adjusted for stock splits or combinations, stock dividends, Extraordinary Dividends, reorganizations, recapitalizations and the like) for any 20 trading days within a 30-trading day period at any time following the closing of the qualifying transaction, subject to applicable securities laws, the Exchange rules and applicable escrow requirements, (b) pursuant to the Exchange Agreement and Undertaking, not to transfer any of its Founders' Shares until after the closing of the qualifying transaction, and (c) pursuant to the Forfeiture and Transfer Restrictions Agreement and Undertaking and the Exchange Agreement and Undertaking, not to transfer any of its Class B Units (or any Class B Shares, Warrants or Rights forming part of the Class B Units), Founders' Shares or Founders' Warrants, as applicable, until after the closing of the qualifying transaction. In each case, permitted transfers, including transfers required due to the structuring of the qualifying transaction, would be exempt, in which case the restrictions in paragraph (a) above would apply to the securities received in connection with the qualifying transaction. See "Description of Securities - Class B Shares" for a description of permitted transfers.

Any Class A Restricted Voting Shares purchased by our Founders would not be subject to the restrictions set out in the Forfeiture and Transfer Restrictions Agreement and Undertaking or the Exchange Agreement and Undertaking. See "Description of Securities - Class B Shares" and "Description of Securities – Warrants". In addition to the

foregoing transfer restrictions, and pursuant to the Forfeiture and Transfer Restrictions Agreement and Undertaking, 25% of the Founders' Shares held by each of the Founders, representing 5% of the shares issued and outstanding immediately following the conclusion of the Over-Allotment Option Period, which we refer to as the "Founders' Forfeiture Shares" in this prospectus, will be subject to forfeiture by the Founders on the fifth anniversary of the qualifying transaction unless the closing share price of the Class B Shares exceeds $13.00 (as adjusted for stock splits or combinations, stock dividends, Extraordinary Dividends, reorganizations, recapitalizations and the like) for any 20 trading days within a 30-trading day period at any time following the closing of the qualifying transaction. At such time as the foregoing $13.00 closing Class B Share price forfeiture condition is satisfied, the Founders' Forfeiture Shares will, as applicable, become subject to the same ongoing restrictions applicable to the other Founders' Shares at that time (which may include escrow restrictions applicable to the Founders' Shares and any other restrictions mandated by the Exchange or described herein). The Founders' Forfeiture Shares cannot be transferred until fulfillment of the foregoing conditions and subject to all of the restrictions applicable to the other Founders' Shares, as described in this prospectus. See "Description of Securities - Class B Shares".

Price: $10.00 per Class A Restricted Voting Unit[(1)]

	Price to public	Underwriter's commission[(2)]	Net proceeds to the Corporation[(3)]
Per Class A Restricted Voting Unit	$10.00	$0.60	$9.40
Total[(4)(5)]	$125,000,000	$7,500,000	$117,500,000

(1) This prospectus assumes (i) an offering size of $125,000,000 worth of Class A Restricted Voting Units ($143,750,000 in the event the Over-Allotment Option is fully exercised), (ii) the subscription by our Sponsor for 2,500,000 Founders' Warrants (2,734,375 Founders' Warrants in the event the Over-Allotment Option is fully exercised) and for 250,000 Class B Units (273,438 in the event the Over-Allotment Option is fully exercised), and (iii) the issuance of 3,187,500 Founders' Shares to our Founders (assuming no exercise of the Over-Allotment Option and thus the forfeiture of the maximum of 474,609 Over-Allotment Forfeitable Founders' Shares subject to forfeiture; however, the 3,187,500 Founders' Shares would increase up to a maximum of 3,662,109 to the extent the Over-Allotment Option is fully exercised). Should those numbers change, proportionate or other changes, as applicable, will be made to reflect such changes to the Offering including the size of the over-allotment, subscription by our Sponsor for Class B Units and Founders' Warrants, and the purchase by our Founders of Founders' Shares, including the Over-Allotment Forfeitable Founders' Shares. This prospectus also qualifies the Class B Units being offered only to our Sponsor at an offering price of $10.00 per Class B Unit, including the Class B Shares and the Warrants underlying the Class B Units, as well as the Founders' Warrants being offered only to our Sponsor at an offering price of $1.00 per Founders' Warrant.

(2) Subject to the following sentence, an underwriting commission equal to up to $7,500,000 or 6.0% of the gross proceeds of the Class A Restricted Voting Units sold under this Offering will be payable to the Underwriter. The table above assumes full payment of 100% of the Underwriter's commissions. $0.350 per Class A Restricted Voting Unit or $4,375,000 in the aggregate (or $5,031,250 if the Over-Allotment Option is exercised in full), representing approximately 58.33% of the Underwriter's commission, will be deposited with the Escrow Agent in the Escrow Account at a Canadian chartered bank or subsidiary thereof, in accordance with the Escrow Agreement, 50.0% of which will be payable and released to the Underwriter upon completion of our qualifying transaction and the Discretionary Deferred Portion (as defined below) will be payable and released only at the Corporation's sole discretion, in whole or in part, and only upon completion of our qualifying transaction. For greater certainty, the Underwriter will not be excluded from consideration of any portion of the Discretionary Deferred Portion and the payment of the Discretionary Deferred Portion will be mandatory, with the only discretion of the Corporation being the party or parties to whom the Discretionary Deferred Portion is paid. See "Plan of Distribution".

(3) Before deducting the expenses of this Offering estimated at $776,000 (assuming no exercise of the Over-Allotment Option), as described in this prospectus under "Use of Proceeds", which expenses will be paid by us from the proceeds of this Offering.

(4) Including the net proceeds of the sale of the Class B Units and the Founders' Warrants to our Sponsor (and before deducting expenses of this Offering), the "Net Proceeds to the Corporation" would be $122,500,000 (without the exercise of the Over-Allotment Option) and $140,593,750 (with the exercise of the Over-Allotment Option), in both instances, assuming full payment of deferred underwriting commissions.

(5) If the Over-Allotment Option is exercised in full, the total "Price to Public", "Underwriter's Commission" and "Net Proceeds to the Corporation" would be $143,750,000, $8,625,000 (including deferred Underwriter's commissions) and $135,125,000, respectively. See "Plan of Distribution". A purchaser who acquires Class A Restricted Voting Units forming part of the Underwriter's over-allocation position pursuant to the Over-Allotment Option acquires those securities under this prospectus, regardless of whether the over-allocation position is ultimately filled through the exercise of the Over-Allotment Option or through secondary market purchases.

The offering price of the Class A Restricted Voting Units has been determined by negotiation between us, our Sponsor and the Underwriter.

Upon the Closing, an aggregate of $125,000,000 from the sale of the Class A Restricted Voting Units and Class B Units (or $143,750,000 if the Over-Allotment Option is exercised in full), or $10.00 per Class A Restricted Voting Unit sold to the public, will be held by Odyssey Trust Company, as Escrow Agent, in the Escrow Account in Canada at a Canadian chartered bank or subsidiary thereof, in accordance with the Escrow Agreement. As further described in this prospectus, based on the initial $125,000,000 placed in escrow (and assuming no exercise of the Over-Allotment Option), an assumed interest rate of approximately 0.90% per annum, if the Escrow Account remains in place over the next 18 months (and no qualifying transaction has been completed), the cash held in escrow would be expected to grow from the initial $10.00 per Class A Restricted Voting Unit sold to the public to approximately $10.13 per Class A Restricted Voting Share, before applicable taxes and other permitted deductions. Subject to applicable law and payment of certain taxes, permitted redemptions and certain expenses, as further described herein, none of the funds held in the Escrow Account will be released to the Corporation prior to the closing of a qualifying transaction. Following the closing of our qualifying transaction, we will use the balance of the non-redeemed shares' portion of the Escrow Account (less tax liabilities on amounts earned on the escrowed funds and certain expenses directly related to redemptions) to pay the Underwriter 50.0% of the deferred underwriting commissions (subject to availability, failing which any shortfall may be made up from other sources at our discretion). However, the Corporation shall be entitled, in its sole discretion, to use the remaining 50.0% of the deferred underwriting commissions (or, if a lesser amount, the balance of the non-redeemed shares' portion of the Escrow Account, less tax liabilities on amounts earned on the escrowed funds and certain expenses directly related to redemptions) (the "**Discretionary Deferred Portion**") as it sees fit, including for payment to other agents or advisors who have assisted with or participated in the sourcing, diligencing and completion of our qualifying transaction. For greater certainty, the Underwriter will not be excluded from consideration of any portion of the Discretionary Deferred Portion and the payment of the Discretionary Deferred Portion will be mandatory, with the only discretion of the Corporation being the party or parties to whom the Discretionary Deferred Portion is paid. The per share amount we will distribute to holders of Class A Restricted Voting Shares who properly redeem their shares will not be reduced by any deferred underwriting commissions we may pay to the Underwriter or otherwise use, in whole or in part, at our discretion. See "Use of Proceeds" and "Plan of Distribution".

The escrowed funds will be held following the Closing to enable the Corporation to (i) satisfy redemptions made by holders of Class A Restricted Voting Shares (including in the event of a qualifying transaction or an extension to the Permitted Timeline, or in the event a qualifying transaction does not occur within the Permitted Timeline), (ii) fund the qualifying transaction with the net proceeds following payment of any such redemptions and of deferred underwriting commissions that are payable, and/or (iii) pay taxes on amounts earned on the escrowed funds and certain permitted expenses. Such escrowed funds and all amounts earned thereon, subject to such obligations and applicable law, will be assets of the Corporation. These escrowed funds may also be used to pay the deferred underwriting commissions in the amount of $4,375,000 (or $5,031,250 if the Over-Allotment Option is exercised in full), 50.0% of which will be payable by the Corporation to the Underwriter upon the closing of our qualifying transaction (subject to availability, failing which any shortfall may be made up from other sources at our discretion), and the remaining Discretionary Deferred Portion of which will be payable and released only at the Corporation's sole discretion, subject to the terms of the Underwriting Agreement, in whole or in part, and only upon completion of our qualifying transaction. Upon completion of the qualifying transaction, the Corporation shall be entitled, in its sole discretion, subject to the terms of the Underwriting Agreement, to use the Discretionary Deferred Portion as it sees fit, including for payment to other agents or advisors who have assisted with or participated in the sourcing, diligencing and completion of our qualifying transaction.

Consummation of the qualifying transaction (i) will require approval by a majority of our directors unrelated to the qualifying transaction, and (ii) is expected to require approval (subject to Exchange relief or rule changes, if applicable) by the holders of the Class A Restricted Voting Shares and Class B Shares, voting together as if they were a single class of shares, at a Shareholders Meeting (if required by the Exchange's rules at the time of the qualifying transaction) held to consider the qualifying transaction. In conjunction with the Shareholders Meeting, we will provide holders of our Class A Restricted Voting Shares with the opportunity to redeem all or a portion of their Class A Restricted Voting Shares, provided that they deposit their shares for redemption prior to 5:00 p.m. (Toronto time) on the fifth Business Day before the Shareholders Meeting (if required by the Exchange's rules at the time of the qualifying transaction, or if no such Shareholders Meeting is required by the Exchange's rules at such time, then prior to a deadline specified by the Corporation, following public disclosure of the details of the qualifying transaction and prior to the closing of the qualifying transaction, of which prior notice had been provided to holders of the Class A Restricted Voting Shares by any means permitted by the Exchange, not less than 25 days nor more

than 60 days in advance of such deadline) in each case, with effect, subject to applicable law, immediately prior to the closing of our qualifying transaction, for an amount per share, payable in cash, equal to the pro-rata portion (per Class A Restricted Voting Share) of: (A) the escrowed funds available in the Escrow Account at the time of the Shareholders Meeting (or, if no such Shareholders Meeting is then required by the Exchange's rules, at the time immediately prior to the redemption deposit deadline), including interest and other amounts earned thereon; less (B) an amount equal to the total of (i) applicable taxes payable by the Corporation on such interest and other amounts earned in the Escrow Account and (ii) actual and expected expenses directly related to the redemption, each as reasonably determined by the Corporation, subject to the limitations described in this prospectus. For greater certainty, such amount will not be reduced by the amount of any tax of the Corporation under Part VI.1 of the Tax Act or the deferred underwriting commissions per Class A Restricted Voting Share held in escrow. Holders of Class A Restricted Voting Shares may elect to redeem their Class A Restricted Voting Shares, whether they vote for or against, or do not vote on, the qualifying transaction, subject to certain limitations, as further described under "Qualifying Transaction – Redemption Rights on Qualifying Transaction". Holders of Class A Restricted Voting Shares will be given not less than 21 days' notice of the Shareholders Meeting (if required by the Exchange's rules at the time of the qualifying transaction) (and not less than 25 days' notice of the corresponding redemption deposit deadline if no such Shareholders Meeting is then required to be held by the Exchange's rules). Participants through CDS Clearing and Depositary Services Inc., or any successor or assign ("**CDS**") may have earlier deadlines for accepting deposits of Class A Restricted Voting Shares for redemption. If a CDS participant's deadline is not met by a holder of Class A Restricted Voting Shares, such holder's Class A Restricted Voting Shares may not be eligible for redemption.

Our Founders will not be entitled to redeem the Founders' Shares, Class B Units (including their underlying securities) or Founders' Warrants, as applicable, in connection with a qualifying transaction or an extension to the Permitted Timeline or entitled to access the Escrow Account should a qualifying transaction not occur within the Permitted Timeline, as further described herein. Our Founders (including our Sponsor) will, however, participate in any liquidation distribution with respect to any Class A Restricted Voting Shares they may acquire in connection with or following this Offering through possible purchases on the secondary market.

The Underwriter, as principal, conditionally offers the Class A Restricted Voting Units, subject to prior sale, if, as and when issued, sold and delivered by us and accepted by the Underwriter in accordance with the conditions contained in the Underwriting Agreement referred to under "Plan of Distribution", and subject to approval of certain legal matters by Stikeman Elliott LLP, on our behalf and on behalf of our Sponsor, and Goodmans LLP, on behalf of the Underwriter.

Underwriter's Position	***Maximum Size or Number of Securities Available***	***Exercise Period or Acquisition Date***	***Exercise Price or Average Acquisition Price***
Over-Allotment Option	1,875,000	Up to 30 days following the Closing Date	$10.00 per Class A Restricted Voting Unit

There is currently no market through which the Units, and Warrants and Rights forming part of the Units, offered under this prospectus may be sold, and purchasers may not be able to re-sell securities purchased under this prospectus. This may affect the pricing of the securities in secondary market purchases, the transparency and availability of trading prices, the liquidity of the securities, and the extent of issuer regulation. See "Risk Factors".

An investment in the Class A Restricted Voting Units offered by this prospectus is highly speculative due to the proposed nature of our business and is subject to a number of risks that should be considered by a prospective purchaser. Investors should carefully consider the risk factors described under "Risk Factors" before purchasing the Class A Restricted Voting Units.

Subject to applicable laws, in connection with this Offering, the Underwriter may over-allocate or effect transactions which stabilize or maintain the market price of our Class A Restricted Voting Units at levels other than those which otherwise might prevail on the open market. The Underwriter proposes to offer the Class A Restricted Voting Units

initially at the offering price stated on the cover page of this prospectus. **After the Underwriter has made a reasonable effort to sell all of the Class A Restricted Voting Units offered by this prospectus at that price, the initially stated offering price may be decreased, and further changed from time to time, by the Underwriter to an amount not greater than the initially stated offering price and, in such case, the compensation realized by the Underwriter will be decreased by the amount that the aggregate price paid by the purchasers for the Class A Restricted Voting Units is less than the gross proceeds paid by the Underwriter to us. See "Plan of Distribution".**

Subscriptions will be received subject to rejection or allocation in whole or in part and the Underwriter reserves the right to close the subscription books at any time without notice. Closing is expected to occur on or about ●, 2017, or such later date as the Corporation, our Sponsor and the Underwriter may agree, but in any event no later than ●, 2018. Subject to certain exceptions, registration of the Class A Restricted Voting Units (consisting of the Class A Restricted Voting Shares, Warrants and Rights) and transfers thereof held through CDS, or its nominee will be made electronically through the non-certificated inventory ("**NCI**") system of CDS. Class A Restricted Voting Units registered in the name of CDS or its nominee will be deposited electronically with CDS on an NCI basis on the Closing. A purchaser of Class A Restricted Voting Units (subject to certain exceptions) will receive only a customer confirmation from the registered dealer through which the Class A Restricted Voting Units are purchased. Subsequently, once the Class A Restricted Voting Shares, Warrants and Rights begin trading separately 40 days following the Closing Date (or, if such date is not an Exchange trading day, the next Exchange trading day, subject to certain exceptions, registration of Class A Restricted Voting Shares, Warrants and Rights underlying the Units and transfers thereof held through CDS, or its nominee will be made electronically through the NCI system of CDS.

Investors should rely only on the information contained in this prospectus and are not entitled to rely on parts of information contained in this prospectus to the exclusion of other parts of this prospectus. None of the Corporation, the Founders (including, for greater certainty, our Sponsor), or the Underwriter has authorized anyone to provide investors with additional or different information. Neither the Corporation nor the Underwriter is offering to sell these securities in any jurisdiction where the offer or sale is not permitted. The information contained in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus or any sale of the securities qualified thereunder.

The Corporation's head and registered office is located at 199 Bay Street, Suite 5300, Commerce Court West, Toronto, Ontario, Canada, M5L 1B9.

This prospectus qualifies the distribution of securities of the Corporation, which intends to focus its search for target businesses that focus on marijuana production and/or distribution and related sectors. Targets may include businesses in the marijuana industry in the United States, which industry is illegal under United States federal law. Currently, the Corporation is not directly or indirectly engaged in the manufacture, importation, possession, use, sale or distribution of cannabis in the recreational cannabis marketplace in either Canada or the United States, nor is the Corporation directly or indirectly engaged in the manufacture, importation, possession, use, sale or distribution of cannabis in the medical cannabis marketplace in the United States.

Almost half of the states in the United States have enacted legislation to regulate the sale and use of medical cannabis without limits on tetrahydrocannabinol ("THC"), while other states have regulated the sale and use of medical cannabis with strict limits on the levels of THC. Notwithstanding the permissive regulatory environment of medical cannabis at the state level, cannabis continues to be categorized as a controlled substance under the Controlled Substances Act (the "CSA") in the United States and as such its sale and use is in violation of federal law in the United States.

As a result of the conflicting views between state legislatures and the federal government of the United States regarding cannabis, investments in cannabis businesses in the United States are subject to inconsistent legislation and regulation. Unless and until the United States Congress amends the CSA with respect to cannabis (and as to the timing or scope of any such potential amendments there can be no assurance), there is a risk that federal authorities may enforce current federal law, which may adversely affect possible future investments of the Corporation in the United States. As such, there are a number of risks associated with the

Corporation's possible future investments in the United States and, if completed, any such investments may become the subject of heightened scrutiny by regulators, stock exchanges and other authorities in Canada.

It has been reported by certain publications in Canada that The Canadian Depository for Securities Limited may implement policies that would see its subsidiary, CDS, refuse to settle trades for cannabis issuers that have investments in the United States. CDS is Canada's central securities depository, clearing and settlement hub settling trades in the Canadian equity, fixed income and money markets. The TMX Group, the owner and operator of CDS, subsequently issued a statement on August 17, 2017 reaffirming that there is no CDS ban on the clearing of securities of issuers with cannabis-related activities in the United States, despite media reports to the contrary, and that the TMX Group was working with regulators to arrive at a solution that will clarify this matter, which would be communicated at a later time. On November 24, 2017, The TMX Group issued a further statement acknowledging that the matter is a complex one which touches multiple aspects of Canada's capital market system, and as such requires close examination and careful consideration. The TMX Group noted that CDS continues to work with regulators and exchanges to arrive at a solution that will clarify this matter for issuers, investors, participants and the public. This solution will be founded on each exchange's role in applying listing requirements, including exchange rules related to issuers' compliance with applicable laws. In the meantime, The TMX Group reiterated there is no CDS ban on the clearing of securities of issuers with marijuana-related activities in the U.S. However, if such a ban were to be implemented and the Corporation were to invest in the marijuana industry in the United States, it could have a material adverse effect on the ability of security holders to make and settle trades. In particular, the securities could become highly illiquid, and until an alternative was implemented, investors might have no ability to effect a trade of the securities through the facilities of a stock exchange. See "Risk Factors".

There are a number of risks that would be associated with acquiring and operating a marijuana business in the United States. See "Risk Factors – Risks Associated with Acquiring and Operating a Marijuana Business in the United States (If Applicable)".

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GLOSSARY OF TERMS

"**ACMPR**" means the *Access to Cannabis for Medical Purposes Regulations* (Canada);

"**allowable capital loss**" has the meaning set out under the heading "Certain Canadian Federal Income Tax Considerations – Disposition of Securities";

"**Business Corporations Act**" means the *Business Corporations Act* (Ontario), as it may be amended from time to time;

"**Business Day**" means any day, other than a Saturday or a Sunday, that is neither a legal holiday nor a day on which major banking institutions are generally closed in the City of Toronto;

"**Canaccord**" means Canaccord Genuity Corp.;

"**Cannabis Act**" means An Act respecting cannabis and to amend the Controlled Drugs and Substances Act, the Criminal Code and other Acts;

"**CDS**" means CDS Clearing and Depositary Services Inc., or any successor or assign;

"**CDSA**" means the *Controlled Drugs and Substances Act* (Canada);

"**Class A Restricted Voting Shares**" means the Class A restricted voting shares of the Corporation forming part of the Class A Restricted Voting Units, and each a "**Class A Restricted Voting Share**";

"**Class A Restricted Voting Units**" means the 12,500,000 Class A restricted voting units (or up to a maximum of 14,375,000 Class A restricted voting units to the extent the Over-Allotment Option is exercised) being offered to the public under this prospectus at an offering price of $10.00 per Class A Restricted Voting Unit (for an aggregate purchase price of $125,000,000, assuming no exercise of the Over-Allotment Option), each comprised of one Class A Restricted Voting Share, one Warrant and one Right, and each a "**Class A Restricted Voting Unit**";

"**Class B Shares**" means the Class B shares of the Corporation forming part of the Class B Units, and where applicable, the Founders' Shares, and each a "**Class B Share**";

"**Class B Units**" means the 250,000 Class B units (or up to a maximum of 273,438 Class B units to the extent the Over-Allotment Option is exercised) intended to be sold to our Sponsor simultaneously with the public offering of Class A Restricted Voting Units, at an offering price of $10.00 per Class B unit (for an aggregate purchase price of $2,500,000, assuming no exercise of the Over-Allotment Option, or an aggregate purchase price of $2,734,375 assuming the full exercise of the Over-Allotment Option), each comprised of one Class B Share, one Warrant and one Right, and each a "**Class B Unit**";

"**Closing**" means the closing of this Offering;

"**Closing Date**" means the date of the Closing, which is expected to occur on or about ●, 2017 or such other date as the Corporation, our Sponsor and the Underwriter may agree, but in any event no later than ●, 2018;

"**Code**" means Internal Revenue Code of 1986, as amended;

"**Corporation**" means Cannabis Strategies Acquisition Corp., a corporation incorporated under the laws of the Province of Ontario pursuant to the Business Corporations Act;

"**CRS**" has the meaning set out under the heading "Exchange of Information";

"**CRA**" means the Canada Revenue Agency;

"**CSA**" means the *Controlled Substances Act of 1970*;

"**Discretionary Deferred Portion**" has the meaning set out on page (v) herein;

"**Escrow Account**" means the escrow account containing the Initial Escrow Amount raised pursuant to this Offering, together with the escrow proceeds earned thereon, and less withdrawals, which will be managed by the Escrow Agent pursuant to the terms of the Escrow Agreement;

"**Escrow Agent**" means Odyssey Trust Company;

"**Escrow Agreement**" means the escrow agreement to be dated as of the Closing Date between the Corporation, the Escrow Agent, and the Underwriter;

"**European Economic Area**" means Austria, Belgium, Bulgaria, Croatia, Republic of Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden and the United Kingdom;

"**Exchange**" means the Aequitas NEO Exchange Inc., or any successor, assign or replacement exchange on which any of the Corporation's securities are listed from time to time;

"**Exchange Agreement and Undertaking**" means the transfer restrictions agreement and undertaking to be dated as of the Closing Date, entered into by the Founders in favour of the Exchange;

"**Extraordinary Dividend**" means any dividend, together with all other dividends payable in the same calendar year, that has an aggregate absolute dollar value which is greater than $0.25 per share, with the adjustment to the applicable price (as the context may require) being a reduction equal to the amount of the excess;

"**Forfeiture and Transfer Restrictions Agreement and Undertaking**" means the forfeiture and transfer restrictions agreement and undertaking to be dated as of the Closing Date, entered into by the Founders in favour of the Corporation and the Underwriter;

"**Founders**" means our Sponsor, Kamaldeep Thindal and Charles Miles (or persons or companies controlled by them), as the collective holders of the Founders' Shares;

"**Founders' Forfeiture Shares**" means the 25% of the Founders' Shares held by each of the Founders, representing 5% of the shares issued and outstanding immediately following the conclusion of the Over-Allotment Option Period, which are subject to forfeiture by the Founders on the fifth anniversary of the qualifying transaction unless the closing share price of the Class B Shares exceeds $13.00 (as adjusted for stock splits or combinations, stock dividends, Extraordinary Dividends, reorganizations, recapitalizations and the like) for any 20 trading days within a 30-trading day period at any time following the closing of the qualifying transaction, and each, a **Founders' Forfeiture Share**";

"**Founders' Shares**" means the 3,662,109 Class B Shares issued to our Founders at or prior to the Closing (up to 474,609 of such Founders' Shares, referred to as the Over-Allotment Forfeitable Founders' Shares, are subject to forfeiture by the Founders without compensation depending on the extent to which the Over-Allotment Option is exercised), and for greater certainty includes the Founders' Forfeiture Shares but does not include the Class B Shares forming part of the Class B Units to be purchased by our Sponsor simultaneously with the Closing, and each, a "**Founders' Share**";

"**Founders' Warrants**" means the 2,500,000 share purchase warrants issued to our Sponsor at an offering price of $1.00 per Founders' Warrant at the Closing (or up to a maximum of 2,734,375 Founders' Warrants to the extent the Over-Allotment Option is exercised), with each whole Founders' Warrant entitling the holder thereof, commencing 65 days following the closing of a qualifying transaction, to purchase one Class B Share at a price of $11.50 per share, subject to adjustment, and each, a "**Founders' Warrant**";

"**Holder**" has the meaning set out under the heading "Certain Canadian Federal Income Tax Considerations";

"**I-Bankers**" means I-Bankers Securities, Inc.;

"**IEA**" has the meaning set out under the heading "Exchange of Information";

"**Initial Escrow Amount**" means, upon the Closing, an aggregate of $125,000,000 (or $143,750,000 if the Over-Allotment Option is exercised in full), or $10.00 per Class A Restricted Voting Unit sold to the public;

"**Licensed Producer**" means the holder of a license issued under section 35 of the ACMPR or any similar license issued under predecessor legislation;

"**Make Whole Agreement and Undertaking**" means the make whole agreement and undertaking to be dated as of the Closing Date, entered into by our Sponsor in favour of the Corporation;

"**management**" or "**management team**" means the officers and directors of the Corporation;

"**Mercer Park**" means Mercer Park, L.P., the parent of our Sponsor;

"**MI 61-101**" means Multilateral Instrument 61-101 - *Protection of Minority Security Holders in Special Transactions*;

"**MMAR**" means the *Marijuana Medical Access Regulations (Canada)* and since repealed;

"**MMPR**" means the *Marijuana for Medical Purposes Regulations (Canada)* and since repealed;

"**NCI**" means the non-certificated inventory system of CDS;

"**NI 52-110**" means National Instrument 52-110 – *Audit Committees*;

"**NP 41-201**" means National Policy 41-201 – *Income Trusts and Other Indirect Offerings*;

"**Non-Resident Holder**" has the meaning set out under the heading "Certain Canadian Federal Income Tax Considerations – Holders not Resident in Canada";

"**OECD**" has the meaning set out under the heading "Exchange of Information";

"**offer to the public**" has the meaning set out under the heading "Notice to Prospective Investors in the European Economic Area";

"**Offering**" means the 12,500,000 Class A Restricted Voting Units (or 14,375,000 Class A Restricted Voting Units if the Over-Allotment Option is exercised in full) that are being offered to the public under this prospectus;

"**Order**" has the meaning set out under the heading "Notice to Prospective Investors in the United Kingdom";

"**Over-Allotment Forfeitable Founders' Shares**" means up to a maximum of 474,609 of the aggregate 3,662,109 Founders' Shares being purchased by the Founders at or prior to the Closing, which 474,609 Founders' Shares are subject to forfeiture by the Founders without compensation depending on the extent to which the Over-Allotment Option is exercised;

"**Over-Allotment Option**" means the non-transferable option granted by the Corporation to the Underwriter to purchase up to an additional 1,875,000 Class A Restricted Voting Units, at a price of $10.00 per Class A Restricted Voting Unit, exercisable for a period of 30 days from the Closing Date, to cover over-allotments, if any, and for market stabilization purposes;

"**Over-Allotment Option Period**" means the period of 30 days from the Closing Date;

"**Permitted Timeline**" means the allowable time period within which the Corporation must consummate its qualifying transaction, being 18 months from the Closing, as it may be extended, as described in this prospectus, and provided that, with 10 days' advance notice by way of a news release, the Corporation may shorten the Permitted Timeline with the approval of its board of directors;

"**Proposed Amendments**" has the meaning set out under the heading "Certain Canadian Federal Income Tax Considerations";

"**Proposed Regulations**" has the meaning set out under the heading "Industry Overview – Health Canada's Proposed Approach to the Regulation of Cannabis";

"**Prospectus Directive**" means Directive 2003/71/EC (and amendments thereto, including the PD 2010 Amending Directive to the extent implemented by the relevant member state) and includes any relevant implementing measure in each relevant member state and the expression 2010 PD Amending Directive means Directive 2010/73/EU;

"**QT Prospectus**" has the meaning set out under the heading "Qualifying Transaction";

"**Qualified Institutional Buyer**" has the meaning ascribed to such term under Rule 144A of the U.S. Securities Act;

"**qualifying transaction**" means the acquisition of one or more businesses or assets, by way of a merger, amalgamation, arrangement, share exchange, asset acquisition, share purchase, reorganization, or any other similar business combination involving the Corporation, which must have a minimum aggregate fair market value, as determined by our board of directors, equal to 80% of the assets held in the Escrow Account (excluding any deferred underwriting commissions and applicable taxes payable on interest and other amounts earned in the Escrow Account), and which is intended to be consummated by the Corporation within the Permitted Timeline and in accordance with applicable law and as more fully described in this prospectus;

"**Regulations**" has the meaning set out under the heading "Certain Canadian Federal Income Tax Considerations";

"**relevant implementation date**" has the meaning set out under the heading "Notice to Prospective Investors in the European Economic Area";

"**relevant member state**" has the meaning set out under the heading "Notice to Prospective Investors in the European Economic Area";

"**Relevant Person**" has the meaning set out under the heading "Notice to Prospective Investors in the United Kingdom";

"**Resident Holder**" has the meaning set out under the heading "Certain Canadian Federal Income Tax Considerations – Holders Resident in Canada";

"**Rights**" means collectively, the 12,500,000 rights (or 14,375,000 rights if the Over-Allotment Option is exercised in full) underlying the Class A Restricted Voting Units, and the 250,000 rights (or 273,438 rights if the Over-Allotment Option is exercised in full) underlying the Class B Units issued to our Sponsor simultaneously with the public offering of Class A Restricted Voting Units, to automatically receive, for no additional consideration, one-tenth (1/10) of one Class A Restricted Voting Share following the closing of a qualifying transaction (which at such time will represent one-tenth (1/10) of a Class B Share, subject to adjustment under the terms of the qualifying transaction) in each case as further described under "Description of Securities – Rights ", and each, a "**Right**";

"**Rights Agent**" means Odyssey Trust Company;

"**Rights Agreement**" means the rights agreement to be dated as of the Closing Date between the Corporation and the Rights Agent;

"**RRIF**" has the meaning set out under the heading "Eligibility for Investment";

"**RRSP**" has the meaning set out under the heading "Eligibility for Investment";

"**Securities**" has the meaning set out under the heading "Certain Canadian Federal Income Tax Considerations", and "**Security**" means any one of them;

"**SEDAR**" means System for Electronic Document Retrieval and Analysis;

"**Shareholders Meeting**" means the meeting of shareholders of the Corporation to be held, if required by the Exchange's rules at the time of the qualifying transaction, to vote on our qualifying transaction;

"**Sponsor**" means Mercer Park CB, L.P., a limited partnership formed under the laws of the State of Delaware;

"**State**" means any state in the United States;

"**Tax Act**" has the meaning set out under the heading "Certain Canadian Federal Income Tax Considerations";

"**taxable capital gain**" has the meaning set out under the heading "Certain Canadian Federal Income Tax Considerations – Disposition of Securities";

"**TFSA**" has the meaning set out under the heading "Eligibility for Investment";

"**TSX**" means the Toronto Stock Exchange;

"**Underwriter**" means Canaccord;

"**Underwriting Agreement**" means the underwriting agreement dated ●, 2017 among the Corporation, our Sponsor and the Underwriter;

"**Units**" means the Class A Restricted Voting Units and Class B Units, collectively, and each a "**Unit**";

"**U.S. Person**" means a "U.S. person" as such term is defined in Regulation S under the U.S. Securities Act;

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

"**Warrant Agent**" means Odyssey Trust Company;

"**Warrant Agreement**" means the warrant agency agreement to be dated as of the Closing Date between the Corporation and the Warrant Agent;

"**Warrants**" means collectively, the 15,250,000 share purchase warrants (or 17,382,813 share purchase warrants if the Over-Allotment Option is exercised in full) underlying the Class A Restricted Voting Units and the Class B Units, respectively, and the Founders' Warrants issued to our Sponsor at the Closing, in each case as further described under "Description of Securities – Warrants", and each, a "**Warrant**";

"**Winding-Up**" means the liquidation and cessation of the business of the Corporation, upon which the Corporation shall be permitted to use up to a maximum of $50,000 of any interest and other amounts earned from the proceeds in the Escrow Account to pay actual and expected costs in connection with applications to cease to be a reporting issuer and winding-up and dissolution expenses, as determined by the Corporation; and

"**Working Capital**" means the current assets of the Corporation less the current liabilities of the Corporation.

PROSPECTUS SUMMARY

The following is a summary of the principal features of this Offering and should be read together with the more detailed information and financial data and statements contained elsewhere in this prospectus.

Unless otherwise stated in this prospectus:

- "**we**", "**us**" and "**our**" or the "**Corporation**" refer to Cannabis Strategies Acquisition Corp.; and
- all dollar amounts are expressed in Canadian dollars and references to "$" are to Canadian dollars.

THE CORPORATION AND ITS BUSINESS

We are a newly organized special purpose acquisition corporation incorporated under the laws of the Province of Ontario for the purpose of effecting an acquisition of one or more businesses or assets, by way of a merger, amalgamation, arrangement, share exchange, asset acquisition, share purchase, reorganization, or any other similar business combination involving the Corporation, which we refer to throughout this prospectus as our "qualifying transaction". We have not identified any qualifying transaction target and we have not, nor has anyone on our behalf, initiated any substantive discussions, directly or indirectly, with any prospective qualifying transaction target or entered into a written or oral binding acquisition agreement with respect to a potential qualifying transaction. If we complete more than one qualifying transaction, each such qualifying transaction is expected to occur concurrently and would be subject to the same vote at a Shareholders Meeting, if required by the Exchange rules at the time of the qualifying transaction.

Our objective is to execute a qualifying transaction, the terms of which are determined by us to be favourable and provided that the target business has a fair market value of at least 80% of the assets held in the Escrow Account (excluding any deferred underwriting commissions and applicable taxes payable on interest and other amounts earned in the Escrow Account). The fair market value of the target business will be determined by our board of directors based upon one or more valuation methods generally accepted by the financial community (including, without limitation, actual and potential sales, earnings, cash flow and book value).

We intend to identify, evaluate, and execute an attractive qualifying transaction by leveraging our network to find one or more attractive and, wherever possible, proprietary investment opportunities. We intend to focus our search for target businesses that focus on marijuana production and/or distribution and/or related sectors; however, we are not limited to a particular industry or geographic region for purposes of completing our qualifying transaction. We intend to focus on acquiring one or more companies with an estimated aggregate enterprise value of between $150 million and $300 million.

We believe that our structure may provide investors with access to an investment opportunity with many of the advantages of private equity investments, except with improved terms and better alignment with our Sponsor than under traditional private equity fund structures. Similar to a private equity fund, investors will benefit from an experienced, professional management team to identify, assess and structure an attractive acquisition, employing extensive due diligence on investment opportunities. However, investors may benefit from several advantages over investing in a committed private equity fund. First, investors have the opportunity to choose whether to participate in the qualifying transaction or to redeem their shares. This provides investors the ability to make their own assessment of a transaction, rather than investing in a blind pool. Second, investors' shares and warrants are anticipated to be liquid, tradable securities, allowing investors access to liquidity if required, unlike a private equity commitment. Third, unlike a private equity commitment, investors pay no management fee to a sponsor. Our Founders bear the full financial burden of sourcing a deal and risk substantial capital in the event no qualifying transaction is made.

Jonathan Sandelman will serve as Chief Executive Officer, Chairman, Director and Corporate Secretary of the Corporation, and is the Chief Executive Officer of Mercer Park, L.P., the parent of the Sponsor. Mr. Sandelman brings financial expertise to the Corporation with significant corporate experience as deputy head of Global Equities and Managing Director of equity derivatives and proprietary trading at Salomon Brothers, and culminating with acting as President of Banc of America Securities and former Head of Debt and Equities at Banc of America

Securities. His experience will be invaluable in evaluating acquisitions for the Corporation's proposed acquisition targets.

Mark Smith will serve as the Chief Operating Officer of the Corporation. Mr. Smith has been a multi-store chain owner operator first in the pawnshop industry and currently in the marijuana industry, mainly in the State of Colorado. He is uniquely qualified to recommend and advise on the acquisition of retail marijuana dispensaries and their role in a broader expansion and roll-up strategy. He joined CannaPunch, a manufacturer, distributor and highly-recognized brand of edible cannabis products in the State of Colorado in 2015. Mr. Smith is committed to branding the marijuana industry by leveraging the experience he gained from both the marijuana and the pawnshop industries.

Our board of directors will also include two independent directors, Charles Miles and Kamaldeep Thindal. Mr. Miles is a Managing Director at Recapture Partners, which is a venture capital company that advises, invests and raises money in early stage Fintech companies, and prior to that, he held roles with Bloomberg LLP as an equity option trader, Deutsche Bank as a volatility arbitrage hedge fund portfolio manager and Managing Director, Del Mar Asset Management as a portfolio manager and Salomon Brothers as a Managing Director, and started his own hedge fund, Claris Capital Management. Mr. Miles brings a wealth of financial expertise to the Corporation that will be invaluable in evaluating acquisitions for the Corporation's proposed acquisition targets. Mr. Thindal is a co-founder of Core Capital Partners (formerly Hamza Thindal Capital Corp.) and serves as the firm's Managing Partner. Prior to founding Core, he spent five years as an independent capital markets advisor for a number of TSX Venture Exchange listed companies. For the past five years, Mr. Thindal has sourced investments, negotiated financings and acquisitions in various sectors with a particular focus on Biotech, Health Care and Special Situations. He has been involved in leading transactions in both private and public companies. His venture capital, advisory and investment experience will be invaluable in sourcing, evaluating and negotiating acquisitions for the Corporation's proposed acquisition targets.

Our Sponsor is indirectly controlled by Mercer Park, L.P., which is a privately-held family office based in New York, New York that is controlled by Jonathan Sandelman. Our strategy is to leverage Mercer Park's executive leadership and entrepreneurial expertise, investment experience and network, together with its team of employees, in order to identify and execute an attractive qualifying transaction. We expect that our Sponsor's team, together with our directors, will undertake to identify potential investment targets, and use their networks to initiate contact with target companies' senior executives, board members or owners to uncover investment opportunities.

We intend to employ a pro-active acquisition targeting strategy that identifies potential acquisition targets that align with the Corporation's investment objectives. Consistent with this strategy, we have identified the following general criteria and guidelines that we believe are important in evaluating prospective acquisition targets:

- Ability to build an institutional-quality cannabis corporation;
- Companies that have exporting expertise or abilities or that will benefit from exporting opportunities;
- Companies that will benefit from consolidation in the marijuana industry;
- Under-financed businesses to acquire or with which to partner;
- Opportunity to provide rescue financing for undercapitalized operators;
- Opportunities to form a platform for a future roll-up strategy;
- Companies that will benefit from a defined branding strategy; and
- Companies that will benefit from being a public company.

We intend to use these criteria and guidelines in evaluating acquisition opportunities; however, we may decide to enter into our qualifying transaction with one or more target businesses that do not meet any or all of these criteria and guidelines. These criteria are not intended to be exhaustive, and may not apply in all cases. Any evaluation

relating to the merits of a particular qualifying transaction may be based, to the extent relevant, on these general guidelines and/or other considerations, factors and criteria that our management, board of directors and our Sponsor may deem relevant.

We believe our competitive strengths include the following:

- Our sponsorship, financial and deal expertise as well as management expertise;
- Our ability to leverage Mark Smith's existing experience in the marijuana industry;
- Our experience with both technology and brand;
- Mark Smith's particular expertise in the retail marijuana space and in manufacturing of products; and
- Our ability to take advantage of a highly fragmented marketplace.

In evaluating a prospective target business, we expect to conduct a thorough due diligence review which will encompass, among other things, meetings with incumbent management and employees, document reviews, and inspection of facilities, as well as a review of financial and other information which is made available to us.

We believe that special purpose acquisition corporation structure include the following additional benefits:

- Status as a public company and benefit from public market currency;
- Financial position and transaction flexibility; and
- An improved approach to private equity.

We will likely use substantially all of the proceeds of this Offering, net of redemptions and any underwriting commissions, and the gross proceeds of our Class B Units and Founders' Warrants sales to our Sponsor (in an aggregate amount equal to $5,000,000 assuming no exercise of the Over-Allotment Option), to finance a qualifying transaction of one or more target businesses and to pay our expenses. All of the proceeds of the sale of the Class A Restricted Voting Units will be held in the Escrow Account. Upon completion of our qualifying transaction, we may use the deferred underwriting commissions as we see fit, including for payment to other agents or advisors who have assisted with or participated in the sourcing, diligencing and completion of our qualifying transaction. We may also use our share capital and/or debt, in whole or in part, as consideration to finance our qualifying transaction.

In connection with any proposed qualifying transaction, we will seek shareholder approval at the Shareholders Meeting called for such purpose, if required by the Exchange's rules at the time of the qualifying transaction. Our management and board of directors do not intend to put forward a target business candidate or prospective qualifying transaction for shareholder approval unless our Sponsor has agreed in advance to support or to vote all of its shares then held, being its respective Founders' Shares, Class B Shares (forming part of the Class B Units) and any Class A Restricted Voting Shares purchased during or after this Offering, in favour of, the proposed qualifying transaction. Our qualifying transaction (i) must be approved by a majority of our directors unrelated to the qualifying transaction, and (ii) is expected to be required to be approved (subject to Exchange relief or rule changes, if applicable) by a majority of the votes cast by all shareholders (including holders of Class A Restricted Voting Shares and holders of Class B Shares, voting together as if they were a single class of shares). Holders of Warrants and Rights are excluded from voting as shareholders in respect of the proposed qualifying transaction. Upon the Closing, it is intended that our Founders' Shares, which will be held by our Sponsor, Kamaldeep Thindal and Charles Miles (or persons or companies controlled by them), will represent 20.0% of our issued and outstanding shares (including all Class A Restricted Voting Shares and Class B Shares, but assuming no exercise of the Warrants or conversion of the Rights). Accordingly, with the inclusion of the Class B Shares forming part of the Class B Units that our Sponsor intends to purchase (and assuming that our Founders do not purchase any Class A Restricted Voting Units in this Offering), our Founders will hold approximately a 21.57% voting interest to vote on the qualifying transaction (assuming no exercise of the Over-Allotment Option) and a 21.49% voting interest (assuming

exercise of the Over-Allotment Option in full). As a result, our Founders will have significant influence in determining the outcome of the Shareholders Meeting, at which shareholder approval of the qualifying transaction will be sought, if required by the Exchange's rules at the time of the qualifying transaction, and accordingly, which transaction would ultimately be completed as our qualifying transaction.

Holders of Class A Restricted Voting Shares can elect to redeem all or a portion of their Class A Restricted Voting Shares, whether they vote for or against, or do not vote on, the qualifying transaction, provided that they deposit their shares for redemption prior to 5:00 p.m. (Toronto time) on the fifth Business Day before the Shareholders Meeting (if required by the Exchange's rules at the time of the qualifying transaction, or if no such Shareholders Meeting is required by the Exchange's rules at such time, then prior to a deadline specified by the Corporation, following public disclosure of the details of the qualifying transaction and prior to the closing of the qualifying transaction, of which prior notice had been provided to holders of the Class A Restricted Voting Shares by any means permitted by the Exchange, not less than 25 days nor more than 60 days in advance of such deadline), in each case, with effect, subject to applicable law, immediately prior to the closing of our qualifying transaction, for an amount per share, payable in cash, equal to the pro-rata portion (per Class A Restricted Voting Share) of: (A) the escrowed funds available in the Escrow Account at the time of the Shareholders Meeting (or, if no such Shareholders Meeting is then required by the Exchange's rules, at the time immediately prior to the redemption deposit deadline), including interest and other amounts earned thereon; less (B) an amount equal to the total of (i) applicable taxes payable by the Corporation on such interest and other amounts earned in the Escrow Account and (ii) actual and expected expenses directly related to the redemption, each as reasonably determined by the Corporation, subject to the limitations described in this prospectus. For greater certainty, such amount will not be reduced by the amount of any tax of the Corporation under Part VI.1 of the Tax Act or the deferred underwriting commissions per Class A Restricted Voting Share held in escrow. Holders of Class A Restricted Voting Shares will be given not less than 21 days' notice of the Shareholders Meeting (if required by the Exchange's rules at the time of the qualifying transaction) (and not less than 25 days' notice of the corresponding redemption deposit deadline if no such Shareholders Meeting is then required to be held by the Exchange's rules). Participants through CDS may have earlier deadlines for accepting deposits of Class A Restricted Voting Shares pursuant to the redemption right. If a CDS participant's deadline is not met by a holder of Class A Restricted Voting Shares, such holder's Class A Restricted Voting Shares may not be eligible for redemption.

The amount in the Escrow Account will initially be $10.00 per Class A Restricted Voting Unit. Based on the initial $125,000,000 placed in escrow (and assuming no exercise of the Over-Allotment Option), an interest rate of approximately 0.90% per annum, if the Escrow Account remains in place over the next 18 months (and no qualifying transaction has been completed), the cash held in escrow would be expected to grow from the initial $10.00 per Class A Restricted Voting Unit sold to the public to approximately $10.13 per Class A Restricted Voting Share, before applicable taxes and other permitted deductions. For greater certainty, following the closing of our qualifying transaction, we will use the balance of the non-redeemed shares' portion of the Escrow Account (less tax liabilities on amounts earned on the escrowed funds and certain expenses directly related to redemptions) to pay the Underwriter 50.0% of the deferred underwriting commissions (subject to availability, failing which any shortfall may be made up from other sources at our discretion). However, the Corporation shall be entitled, in its sole discretion, subject to the terms of the Underwriting Agreement, to use the Discretionary Deferred Portion as it sees fit, including for payment to other agents or advisors who have assisted with or participated in the sourcing, diligencing and completion of our qualifying transaction. The per share amount we will distribute to holders of Class A Restricted Voting Shares who properly redeem their shares will not be reduced by any deferred underwriting commissions we may pay to the Underwriter or otherwise use, in whole or in part, at our discretion. Holders of Class A Restricted Voting Shares who redeem or sell their Class A Restricted Voting Shares will continue to have the right to exercise any Warrants they may hold if the qualifying transaction is consummated. Holders of Class B Shares do not have redemption rights with respect to their Class B Shares. In the event a qualifying transaction does not occur within the Permitted Timeline, the Underwriter will have no right to the deferred underwriting commissions held in escrow.

We anticipate structuring our qualifying transaction to acquire 100% of the equity interest or assets of the target business or businesses. However, we may structure our qualifying transaction to acquire less than 100% of the equity interest or assets of the target business, and in such case, specific securities regulatory requirements may apply to the qualifying transaction, including pursuant to NP 41-201.

We have no present intention to enter into a qualifying transaction with a target business that is affiliated with any of our Sponsor, officers or directors; however, we are not prohibited from pursuing a qualifying transaction with a company that is affiliated with any of our Sponsor, officers or directors. In the event we seek to complete our qualifying transaction with a company that is affiliated with any of our Sponsor, officers or directors, in addition to any requirements imposed by applicable law, we, or a committee of independent directors, in connection with the Shareholders Meeting (if required by the Exchange's rules at the time of the qualifying transaction), would be required to obtain an opinion from a qualified person concluding that our qualifying transaction is fair to us or our shareholders from a financial point of view. In addition, if the qualifying transaction involves a related party, the transaction may be subject to the minority shareholder protections of MI 61-101, which would, in certain circumstances, require approval by minority shareholders and/or an independent valuation. The Exchange may also impose additional requirements in such circumstances.

THE OFFERING

Securities Offered to Public:	12,500,000 Class A Restricted Voting Units offered to the public (assuming no exercise of the Over-Allotment Option), each Class A Restricted Voting Unit consisting of: • one Class A Restricted Voting Share; • one Warrant; and • one Right.
Price:	$10.00 per Class A Restricted Voting Unit.
Trading Commencement and Separate Trading of Shares and Warrants:	The Class A Restricted Voting Units are intended to begin trading promptly after the Closing. The Class A Restricted Voting Shares, Warrants and Rights comprising the Class A Restricted Voting Units will initially trade as a unit but it is anticipated that the Class A Restricted Voting Shares, Warrants and Rights comprising the Class A Restricted Voting Units will begin trading separately 40 days following the Closing Date (or, if such date is not an Exchange trading day, the next Exchange trading day).
Class A Restricted Voting Units Offered to Public:	
Number outstanding before the Closing:	Nil.
Number outstanding after the Closing:	12,500,000 Class A Restricted Voting Units (assuming no exercise of the Over-Allotment Option). 14,375,000 Class A Restricted Voting Units (assuming the Over-Allotment Option is fully exercised).
Class B Units Offered to Founders:	250,000 Class B Units offered to our Sponsor (and up to an aggregate maximum of an additional 23,438 Class B Units if the Over-Allotment Option is exercised in full), each Class B Unit consisting of: • one Class B Share;

- one Warrant; and
- one Right.

Price:	$10.00 per Class B Unit.
Number outstanding before the Closing:	Nil.
Number outstanding after the Closing:	250,000 Class B Units (assuming no exercise of the Over-Allotment Option). Our Sponsor intends to purchase in aggregate up to an additional 23,438 Class B Units, depending on whether the Over-Allotment Option is exercised in whole or in part.
Class B Unit Description:	The Class B Units (including the Class B Shares or any shares acquired upon exercise of the Warrants) intended to be purchased by our Sponsor pursuant to this prospectus will not be subject to forfeiture based on performance. The Class B Shares will not have any access to, or benefit from, the proceeds in the Escrow Account, and the Class B Shares will not possess any redemption rights. While the Founders' Shares may be subject to escrow under the Exchange rules following the closing of the qualifying transaction, the additional Class B Shares forming part of the Class B Units are not expected to be subject to escrow following the closing of the qualifying transaction. At or prior to the Closing, each of our Founders will agree, (a) pursuant to the Forfeiture and Transfer Restrictions Agreement and Undertaking, not to transfer any of its Founders' Shares until the earlier of: one year following completion of the qualifying transaction, and the closing share price of the Class B Shares equaling or exceeding $12.00 per share (as adjusted for stock splits or combinations, stock dividends, Extraordinary Dividends, reorganizations, recapitalizations and the like) for any 20 trading days within a 30-trading day period at any time following the closing of the qualifying transaction, subject to applicable securities laws, the Exchange rules and applicable escrow requirements, (b) pursuant to the Exchange Agreement and Undertaking, not to transfer any of its Founders' Shares until after the closing of the qualifying transaction, and (c) pursuant to the Forfeiture and Transfer Restrictions Agreement and Undertaking and the Exchange Agreement and Undertaking, not to transfer any of its Class B Units (or any Class B Shares, Warrants or Rights forming part of the Class B Units), Founders' Shares or Founders' Warrants, as applicable, until after the closing of the qualifying transaction. In each case, permitted transfers, including transfers required due to the structuring of the qualifying transaction, would be exempt, in which case the restrictions in paragraph (a) above would apply to the securities received in connection with the qualifying transaction.
Shares:	The two share class structure (Class A Restricted Voting Shares and Class B Shares) has been adopted to seek to provide appropriate treatment for the holders of the Class A Restricted Voting Shares in the event a qualifying transaction is not completed within the Permitted Timeline.

Number outstanding before the Closing:	One Class B Share owned by the Sponsor, which share was issued on September 25, 2017 in connection with the organization of the Corporation.
Number outstanding after the Closing:	12,500,000 Class A Restricted Voting Shares (being the Class A Restricted Voting Shares forming part of the Class A Restricted Voting Units, but before the Class A Restricted Voting Shares issuable on exercise of the associated Warrants and conversion of the associated Rights) (14,375,000 Class A Restricted Voting Shares if the Over-Allotment Option is fully exercised). 3,437,500 Class B Shares (including the 3,662,109 Founders' Shares initially held by our Founders, net of the 474,609 Over-Allotment Forfeitable Founders' Shares which would be forfeited if the Over-Allotment Option is not exercised, and including the 250,000 Class B Shares forming part of the Class B Units to be purchased by our Sponsor under this prospectus, but before the exercise of the associated Warrants and conversion of the associated Rights). In the event the Underwriter exercises the Over-Allotment Option in full, our Sponsor intends to purchase in aggregate up to an additional 23,438 Class B Units, and thus there would be 3,935,547 Class B Shares outstanding (including the 3,662,109 Founders' Shares initially held by our Founders, together with the 273,438 Class B Shares forming part of the 273,438 Class B Units to be purchased by our Sponsor under this prospectus, but before the exercise of the associated Warrants and conversion of the associated Rights). Upon the closing of a qualifying transaction, each Class A Restricted Voting Share would, unless previously redeemed, be automatically converted into one Class B Share.
Class A Restricted Voting Shares:	Prior to the Shareholders Meeting at which a qualifying transaction is approved, if required by the Exchange's rules at the time of the qualifying transaction, holders of the Class A Restricted Voting Shares are not entitled to vote at (or receive notice of or meeting materials in connection with) meetings held only to consider the election and/or removal of directors and auditors. The holders of the Class A Restricted Voting Shares would, however, be entitled to vote on and receive notice of meetings on all other matters requiring shareholder approval (including the proposed qualifying transaction and any proposed extension to the Permitted Timeline). In lieu of holding an annual meeting, the Corporation has undertaken to file an annual information form, issue a press release announcing the filing thereof and informing holders of Class A Restricted Voting Shares of the status of identifying and securing a qualifying transaction, and, not less than two weeks later, hold an investor conference call. See "Description of Securities - Class A Restricted Voting Shares".
Founders' Shares:	At or prior to the Closing, our Founders will have purchased an aggregate of 3,662,109 Class B Shares (also referred to herein as Founders' Shares) for an aggregate purchase price of $25,000, or approximately $0.0068 per Founders' Share, or $0.0078 per Founders' Share if the Over-Allotment Option is not exercised. If the Over-Allotment Option is exercised in full, the Founders' Shares will be acquired by the Founders on the following basis: 3,642,109 Class B Shares by our Sponsor, 10,000 Class B Shares by Kamaldeep Thindal, and 10,000 Class B Shares by Charles Miles, or in each case, persons or companies controlled

by them.

Up to 474,609 of such Founders' Shares (referred to herein as the "Over-Allotment Forfeitable Founders' Shares"), based on each Founder's pro-rata ownership portion of the Founders' Shares, are subject to forfeiture by our Founders without compensation depending on the extent to which the Over-Allotment Option is exercised.

The Founders' Shares outstanding, after giving effect to this Offering and at the conclusion of the Over-Allotment Option Period, will represent 20% of the issued and outstanding shares of the Corporation (including all Class A Restricted Voting Shares and Class B Shares).

Founders' Shares Description: The Founders' Shares will not have any access to, or benefit from, the proceeds in the Escrow Account, and will not possess any redemption rights.

At or prior to the Closing, the Founders will agree, pursuant to the Forfeiture and Transfer Restrictions Agreement and Undertaking, not to transfer any of their Founders' Shares until the earlier of: one year following completion of the qualifying transaction, and the closing share price of the Class B Shares equaling or exceeding $12.00 per share (as adjusted for stock splits or combinations, stock dividends, Extraordinary Dividends, reorganizations, recapitalizations and the like) for any 20 trading days within a 30-trading day period at any time following the closing of the qualifying transaction, subject to applicable securities laws, the Exchange rules and applicable escrow requirements. Permitted transfers, including transfers required due to the structuring of the qualifying transaction, would be exempt, in which case such restriction will apply to the securities received in connection with the qualifying transaction. Following the qualifying transaction, the Founders' Shares may also be subject to the Exchange escrow restrictions.

Pursuant to the Forfeiture and Transfer Restrictions Agreement and Undertaking, 25% of the Founders' Shares held by each of the Founders, representing 5% of the shares issued and outstanding immediately following the conclusion of the Over-Allotment Option Period will be subject to forfeiture by the Founders on the fifth anniversary of the qualifying transaction unless the closing share price of the Class B Shares exceeds $13.00 (as adjusted for stock splits or combinations, stock dividends, Extraordinary Dividends, reorganizations, recapitalizations and the like) for any 20 trading days within a 30-trading day period at any time following the closing of the qualifying transaction. At such time as the foregoing $13.00 closing Class B Share price forfeiture condition is satisfied, the Founders' Forfeiture Shares will, as applicable, become subject to the same ongoing restrictions applicable to the other Founders' Shares at that time (which may include escrow restrictions applicable to the Founders' Shares and any other restrictions mandated by the Exchange or described herein). The Founders' Forfeiture Shares cannot be transferred until fulfillment of the foregoing conditions and subject to all of the restrictions applicable to the other Founders' Shares, as described in this prospectus.

In addition, at or prior to the Closing, each of our Founders will agree, (a) pursuant to the Forfeiture and Transfer Restrictions Agreement and Undertaking, not to transfer any of its Founders' Shares until the earlier of: one year following completion of the qualifying transaction, and the closing share price of the Class B Shares equaling or exceeding $12.00 per share (as adjusted for stock splits or combinations, stock dividends, Extraordinary

	Dividends, reorganizations, recapitalizations and the like) for any 20 trading days within a 30-trading day period at any time following the closing of the qualifying transaction, subject to applicable securities laws, the Exchange rules and applicable escrow requirements, (b) pursuant to the Exchange Agreement and Undertaking, not to transfer any of its Founders' Shares until after the closing of the qualifying transaction, and (c) pursuant to the Forfeiture and Transfer Restrictions Agreement and Undertaking and the Exchange Agreement and Undertaking, not to transfer any of its Class B Units (or any Class B Shares, Warrants or Rights forming part of the Class B Units), Founders' Shares or Founders' Warrants, as applicable, until after the closing of the qualifying transaction. In each case, permitted transfers, including transfers required due to the structuring of the qualifying transaction, would be exempt, in which case the restrictions in paragraph (a) above would apply to the securities received in connection with the qualifying transaction. Any Class A Restricted Voting Shares purchased by our Founders pursuant or subsequent to this Offering will not be subject to the transfer restrictions set out in the Forfeiture and Transfer Restrictions Agreement and Undertaking or the Exchange Agreement and Undertaking. Except for the voting right variations described above under "Description of Securities - Class A Restricted Voting Shares" in respect of the election and/or removal of directors and auditors prior to the closing of a qualifying transaction, and with the exception of an extension of the Permitted Timeline and except as required by law, the voting rights of holders of Founders' Shares will otherwise be identical to those applicable to the publicly held Class A Restricted Voting Shares.
Warrants:	
Number outstanding before the Closing:	Nil.
Number outstanding after the Closing:	15,250,000 Warrants if the Over-Allotment Option is not exercised (12,500,000 Warrants forming part of the Class A Restricted Voting Units to be sold to the public, 250,000 Warrants forming part of the Class B Units to be sold to our Sponsor, and 2,500,000 Founders' Warrants to be sold to our Sponsor). 17,382,813 Warrants if the Over-Allotment Option is fully exercised (14,375,000 Warrants forming part of the Class A Restricted Voting Units to be sold to the public, 273,438 Warrants forming part of the Class B Units to be sold to our Sponsor, and 2,734,375 Founders' Warrants to be sold to our Sponsor).
Warrant Description:	It is anticipated that the Warrants, the Class A Restricted Voting Shares and the Rights comprising the Class A Restricted Voting Units will begin trading separately 40 days following the Closing Date (or, if such date is not an Exchange trading day, the next Exchange trading day). All Warrants will become exercisable commencing 65 days after the completion of our qualifying transaction. Each Warrant is exercisable to purchase one Class A Restricted Voting Share (which, following the closing of the qualifying transaction, will become one Class B Share) at a price of

$11.50 per share, subject to adjustments as described herein.

Warrants may be exercised only for a whole number of shares. No fractional shares will be issued upon exercise of the Warrants. If, upon exercise of the Warrants, a holder would be entitled to receive a fractional interest in a share, we will, upon exercise, round down to the nearest whole number of shares to be issued to the Warrant holder.

The Warrants will expire at 5:00 p.m. (Toronto time) on the day that is five years after the completion of our qualifying transaction or may expire earlier if a qualifying transaction does not occur within the Permitted Timeline or if the expiry date is accelerated.

Once the Warrants become exercisable, we may accelerate the expiry date of the outstanding Warrants (excluding the Founders' Warrants but only to the extent still held by our Sponsor at the date of public announcement of such acceleration and not transferred prior to the accelerated expiry date, due to the anticipated knowledge by our Sponsor of material undisclosed information which could limit their flexibility) by providing 30 days' notice, if and only if, the closing price of the Class B Shares equals or exceeds $18.00 per Class B Share (as adjusted for stock splits or combinations, stock dividends, Extraordinary Dividends, reorganizations, recapitalizations and the like) for any 20 trading days within a 30-trading day period, in which case the expiry date shall be the date which is 30 days following the date on which such notice is provided.

The exercise price and number of shares issuable on exercise of the Warrants may be adjusted in certain circumstances, including in the event of a stock dividend, Extraordinary Dividend or our recapitalization, reorganization, merger or consolidation. The Warrants will not, however, be adjusted for issuances of shares at a price below their respective exercise prices.

At the election of the holder, the Warrants may be exercised through cashless exercise. A cashless exercise permits the holder, in lieu of making a cash payment on exercise, to instead elect to surrender its Warrants and receive the number of Class B Shares that is equal to the quotient obtained by multiplying (i) the number of Class B Shares for which the Warrant is being exercised by (ii) the difference, if positive, between the volume weighted average price of the Class B Shares on the Exchange for the 20 trading days immediately prior to (but not including) the date of exercise of the Warrant and the exercise price in effect on the date immediately prior to (but not including) the date of exercise of the Warrant, and dividing such product by the volume weighted average price of the Class B Shares on the Exchange for the 20 trading days immediately prior to (but not including) the date of exercise.

At or prior to the Closing, each of our Founders will agree pursuant to the Forfeiture and Transfer Restrictions Agreement and Undertaking and the Exchange Agreement and Undertaking, not to, among other things, transfer any of its Class B Units (or any Class B Shares, Warrants or Rights forming part of the Class B Units), Founders' Shares or Founders' Warrants, as applicable, until after the closing of the qualifying transaction. In each case, permitted transfers, including transfers required due to the structuring of the qualifying transaction, would be exempt, in which case such restriction would apply to the securities received in connection with the qualifying transaction.

Rights:

Number outstanding before the Closing:	Nil.
Number outstanding after the Closing:	12,750,000 Rights if the Over-Allotment Option is not exercised (12,500,000 Rights forming part of the Class A Restricted Voting Units to be sold to the public and 250,000 Rights forming part of the Class B Units to be sold to our Sponsor). 14,648,438 Rights if the Over-Allotment Option is fully exercised (14,375,000 Rights forming part of the Class A Restricted Voting Units to be sold to the public and 273,438 Rights forming part of the Class B Units to be sold to our Sponsor).
Right Description:	The Rights forming part of the Class A Restricted Voting Units and the Rights forming part of the Class B Units will be issued at the Closing. It is anticipated that the Rights, the Class A Restricted Voting Shares and the Warrants comprising the Class A Restricted Voting Units will begin trading separately 40 days following the Closing Date (or, if such date is not an Exchange trading day, the next Exchange trading day). Each Right will entitle the holder to receive one-tenth (1/10) of a Class A Restricted Voting Share following the closing of the qualifying transaction (which at such time will represent one-tenth (1/10) of a Class B Share, subject to adjustment under the terms of the qualifying transaction). Rights will only be converted for a whole number of shares. No fractional shares will be issued upon conversion of the Rights. If, upon conversion of the Rights, a holder would be entitled to receive a fractional interest in a share, we will, upon conversion, round down to the nearest whole number of shares to be issued to the Right holder. As a result, holders must hold Rights in multiples of 10 in order to receive Class B Shares for all of his, her or its Rights following the closing of the qualifying transaction. The Rights will expire if a qualifying transaction does not occur within the Permitted Timeline. The Rights will not have any access to, or benefit from, the proceeds in the Escrow Account, and will not possess any redemption or distribution rights. The Rights will expire worthless if we fail to consummate our qualifying transaction within the Permitted Timeline. Any Right that has not been converted within two (2) years after the completion of our qualifying transaction shall be null and void. The Rights Agreement will provide that the number of Class B Shares issuable on conversion of the Rights may be adjusted in certain circumstances, including in the event of a recapitalization, reorganization, merger or consolidation. All Rights are excluded from voting in respect of the qualifying transaction. Holders of Rights will retain such Rights whether they vote for, against or do not vote any Class A Restricted Voting Shares in respect of the qualifying transaction and whether or not they redeem all or a portion of such shares.
Proceeds Held in Escrow:	Upon the Closing, an aggregate of $125,000,000 (or $143,750,000 if the Over-Allotment Option is exercised in full), or $10.00 per Class A Restricted

Voting Unit sold to the public (the "**Initial Escrow Amount**"), will be held by Odyssey Trust Company, as Escrow Agent, in the Escrow Account at a Canadian chartered bank or subsidiary thereof, in accordance with the Escrow Agreement. These proceeds include $4,375,000 (or $5,031,250 if the Over-Allotment Option is exercised in full) in deferred underwriting commissions, 50.0% of which will be payable by the Corporation to the Underwriter upon the closing of our qualifying transaction (subject to availability, failing which any shortfall may be made up from other sources at our discretion), and the Discretionary Deferred Portion will be payable and released only at the Corporation's sole discretion, subject to the terms of the Underwriting Agreement, in whole or in part, and only upon completion of our qualifying transaction.

Subject to applicable law, as further described herein, none of the funds held in the Escrow Account will be released from the Escrow Account until the earliest of: (i) the closing of our qualifying transaction within the Permitted Timeline; (ii) a redemption (on the closing of a qualifying transaction or on an extension of the Permitted Timeline, each as provided herein) of, or an automatic redemption of, Class A Restricted Voting Shares; (iii) a Winding-Up; and (iv) the requirement of the Corporation to pay taxes on the interest or certain other amounts earned on the escrowed funds (including, if applicable, as described herein, under Part VI.1 of the Tax Act arising in connection with the redemption of the Class A Restricted Voting Shares), and for payment of certain expenses. For greater certainty, the aggregate $25,000 of initial proceeds from the Class B Shares (Founders' Shares) to be issued to the Founders at or prior to the Closing, and any other net amounts of the sale of Class B Units and the Founders' Warrants to our Sponsor, will not be held in escrow and may be used to fund our general ongoing expenses.

The proceeds deposited in the Escrow Account will be required to be invested in Canadian dollar denominated cash or book-based securities, negotiable instruments, investments or securities which evidence: (i) obligations issued or fully guaranteed by the Government of Canada or any Province of Canada; (ii) demand deposits, term deposits or certificates of deposit of a bank approved by the Exchange; (iii) commercial paper directly issued by a bank approved by the Exchange; or (iv) notes or bankers' acceptances issued or accepted by a bank approved by the Exchange, as determined by the Corporation from time to time.

The escrowed funds will be held following the Closing to enable the Corporation to (i) satisfy redemptions made by holders of Class A Restricted Voting Shares (including in the event of a qualifying transaction or an extension to the Permitted Timeline, or in the event a qualifying transaction does not occur within the Permitted Timeline), (ii) fund the qualifying transaction with the net proceeds following payment of any such redemptions and of deferred underwriting commissions that are payable, and/or (iii) pay taxes on amounts earned on the escrowed funds and certain permitted expenses. Such escrowed funds and all amounts earned thereon, subject to such obligations and applicable law, will be assets of the Corporation. These escrowed funds may also be used to pay the deferred underwriting commissions in the amount of $4,375,000 (or $5,031,250 if the Over-Allotment Option is exercised in full), 50.0% of which will be payable by the Corporation to the Underwriter upon the closing of our qualifying transaction (subject to availability, failing which any shortfall may be made up from other sources at our discretion), and the Discretionary Deferred Portion will be payable and released only at the Corporation's sole discretion, subject to the

terms of the Underwriting Agreement, in whole or in part, and only upon completion of our qualifying transaction. The per share amount we will distribute to holders of Class A Restricted Voting Shares who properly redeem their shares will not be reduced by any deferred underwriting commissions we may pay to the Underwriter, or otherwise use, in whole or in part, at our discretion.

Anticipated Expenses and Funding Sources:

A portion of the $130,000,000 of the proceeds of the sale of the Class A Restricted Voting Units, Class B Units and Founders' Warrants (in the event the Over-Allotment Option is not exercised), is expected to be used to pay the expenses of this Offering (in the estimated amount of $776,000) and the upfront underwriting commission of $3,125,000 (assuming no exercise of the Over-Allotment Option). The remaining net proceeds of the sale of the Class B Units and the Founders' Warrants not held in escrow (in the estimated amount of $1,099,000, assuming the Over-Allotment Option is not exercised, which, for greater certainty, does not include the $25,000 of initial proceeds to be raised prior to the Closing which are also not to be placed in escrow) are expected to be used towards general ongoing expenses and funding our qualifying transaction. The Corporation will not have any access to the escrowed funds for funding general ongoing expenses or funding a qualifying transaction prior to the closing of a qualifying transaction; however, the Corporation may have access to the escrowed funds for paying taxes on interest or other amounts earned on the escrowed funds, for certain expenses on a redemption or a Winding-Up, and also for funding general ongoing expenses or for other purposes upon completion of the qualifying transaction.

To the extent that we require additional funding for general ongoing expenses or in connection with our qualifying transaction, we may obtain such funding either through: (i) unsecured loans from our Sponsor and/or its affiliates, up to a maximum principal amount of $1,000,000 in the aggregate, which loans would be expected to bear interest at no more than the prime rate plus 1% and be repayable in cash no earlier than the closing of the qualifying transaction, unless otherwise approved by the Exchange in each case, would not have recourse against the funds held in the Escrow Account, and which may only be convertible into shares and/or Warrants in connection with the closing of a qualifying transaction, subject to the consent of the Exchange; or (ii) a rights offering in respect of shares available to our shareholders (in accordance with the requirements of applicable securities legislation and the Exchange rules, and subject to the consent of the Underwriter, on behalf of the Underwriter, if applicable), subject to the amount per share deposited into the Escrow Account in connection therewith being at least equal to the per share amount of the escrow funds then on deposit in the Escrow Account, including any interest and other amounts earned thereon (net of any applicable taxes payable by the Corporation on such interest and other amounts earned in the escrow account), and provided that 100% of the gross proceeds raised in any subsequent rights offering from holders of Class A Restricted Voting Units are held in the Escrow Account.

Conditions to Consummating our Qualifying Transaction:

Our qualifying transaction must occur within the Permitted Timeline (being 18 months from the Closing), as it may be extended or shortened. Such Permitted Timeline, however, could be extended to up to 36 months with shareholder approval of only the holders of Class A Restricted Voting Shares, by ordinary resolution, with approval by the Corporation's board of directors, and with the consent of the Exchange (if required). We are not limited to only one qualifying transaction, but to the extent we undertake more than one, they are expected to be completed concurrently within the Permitted Timeline and would be subject

to the same vote at the Shareholders Meeting.

Absent exemptive relief by the Exchange, the fair market value of our qualifying transaction (or the aggregate fair market value of our combined qualifying transactions, if there is more than one, all of which must be completed concurrently) must not be less than 80% of the assets held in the Escrow Account (excluding the deferred underwriting commissions and applicable taxes payable on interest and other amounts earned in the Escrow Account). Immediately following this Offering, this amount would be equal to $96,500,000 (or $110,975,000 if the Over-Allotment Option is exercised in full). The fair market value of the target business will be determined by our board of directors based upon one or more valuation methods generally accepted by the financial community (including, without limitation, potential sales, earnings, cash flow and book value).

Our qualifying transaction (i) must be approved by a majority of our directors unrelated to the qualifying transaction, and (ii) is expected to be required to be approved (subject to Exchange relief or rule changes, if applicable) by a majority of the votes cast by all shareholders (including holders of Class A Restricted Voting Shares and holders of Class B Shares, voting together as if they were a single class of shares). Our management and board of directors do not intend to put forward a target business candidate or prospective qualifying transaction for shareholder approval unless our Sponsor has agreed in advance to support or to vote all of its shares then held, being its respective Founders' Shares, Class B Shares (forming part of the Class B Units) and any Class A Restricted Voting Shares purchased during or after this Offering, in favour of, the qualifying transaction.

Holders of Warrants and Rights are excluded from voting as shareholders in respect of the proposed qualifying transaction.

Details regarding the Shareholders Meeting (if required by the Exchange's rules at the time of the qualifying transaction) and any qualifying transaction will be provided to shareholders in an information circular prepared by our management in advance of any Shareholders Meeting. Such information circular will contain prospectus level disclosure of the resulting issuer assuming completion of the qualifying transaction, and will be subject to the review of the Exchange. In connection with a qualifying transaction, the Corporation will also be required to prepare and file with applicable securities regulatory authorities a prospectus containing disclosure regarding the Corporation and its proposed qualifying transaction. This prospectus would be either a non-offering prospectus or provide for the issuance of securities required in connection with the completion of the qualifying transaction. Any such financing would not affect amounts held in the Escrow Account or amounts to be distributed to holders of the Class A Restricted Voting Shares therefrom.

Permitted Purchases of Class A Restricted Voting Shares by our Affiliates:

Prior to shareholder approval of our initial qualifying transaction, our Founders (for greater certainty, including our Sponsor) and/or their affiliates, our directors, executive officers, advisors and/or their affiliates may purchase Class A Restricted Voting Shares in this Offering, in privately negotiated transactions or in the open market.

Redemption Rights for Holders of Class A Restricted Voting Shares:

In conjunction with the Shareholders Meeting to be held (if required by the Exchange's rules at the time of the qualifying transaction) to vote on whether we proceed with our qualifying transaction, we will provide holders of our Class A Restricted Voting Shares with the opportunity to redeem all or a

portion of their Class A Restricted Voting Shares, provided that they deposit their shares for redemption prior to 5:00 p.m. (Toronto time) on the fifth Business Day before the Shareholders Meeting (if required by the Exchange's rules at the time of the qualifying transaction, or if no such Shareholders Meeting is required by the Exchange's rules at such time, then prior to a deadline specified by the Corporation, following public disclosure of the details of the qualifying transaction and prior to the closing of the qualifying transaction, of which prior notice had been provided to holders of the Class A Restricted Voting Shares by any means permitted by the Exchange, not less than 25 days nor more than 60 days in advance of such deadline), in each case, with effect, subject to applicable law, immediately prior to the closing of our qualifying transaction, for an amount per share, payable in cash, equal to the pro-rata portion (per Class A Restricted Voting Share) of: (A) the escrowed funds available in the Escrow Account at the time of the Shareholders Meeting (or, if no such Shareholders Meeting is then required by the Exchange's rules, at the time immediately prior to the redemption deposit deadline), including interest and other amounts earned thereon; less (B) an amount equal to the total of (i) applicable taxes payable by the Corporation on such interest and other amounts earned in the Escrow Account and (ii) actual and expected expenses directly related to the redemption, each as reasonably determined by the Corporation, subject to the limitations described in this prospectus. For greater certainty, such amount will not be reduced by the amount of any tax of the Corporation under Part VI.1 of the Tax Act or the deferred underwriting commissions per Class A Restricted Voting Share held in escrow. Holders of Class A Restricted Voting Shares may elect to redeem their Class A Restricted Voting Shares, whether they vote for or against, or do not vote on, the qualifying transaction. Holders of Class A Restricted Voting Shares will be given not less than 21 days' notice of the Shareholders Meeting (if required by the Exchange's rules at the time of the qualifying transaction) (and not less than 25 days' notice of the corresponding redemption deposit deadline if no such Shareholders Meeting is then required to be held by the Exchange's rules). Participants through CDS may have earlier deadlines for accepting deposits of Class A Restricted Voting Shares pursuant to the redemption right. If a CDS participant's deadline is not met by a holder of Class A Restricted Voting Shares, such holder's Class A Restricted Voting Shares may not be eligible for redemption.

Our articles (which, among other things, provide for the various redemption rights of holders of Class A Restricted Voting Shares) may only be amended by a special resolution, which would require 66 2/3% of votes cast to be voted in favour of the proposed amendment. The Corporation and the Founders have each agreed with the Underwriter that they will not propose any amendments to the articles prior to the closing of a qualifying transaction which would materially adversely affect the redemption rights of the holders of Class A Restricted Voting Shares unless the Escrow Agreement has been amended to provide holders of Class A Restricted Voting Shares with redemption rights, should such amendment of the articles proceed, that are substantially equivalent to the redemption rights that would apply to redemption on the extension of the Permitted Timeline. In addition, consent of the Exchange to any such amendments would be required, which the Corporation does not believe would be likely to be obtained. The consent of the Underwriter and the Escrow Agent would also be required.

Limitations on Redemption Rights of Shareholders Holding

Notwithstanding the foregoing redemption rights, each holder of Class A Restricted Voting Shares, together with any affiliate of such holder or other person with whom such holder or affiliate is acting jointly or in concert, will

15% or More:

not be permitted to redeem more than an aggregate of 15% of the number of Class A Restricted Voting Shares issued and outstanding following the Closing. This limitation will not apply in the event a qualifying transaction does not occur within the Permitted Timeline, or in the event of an extension to the Permitted Timeline. Such shareholders would still be entitled to vote all Class A Restricted Voting Shares owned by them in respect of a proposed qualifying transaction, if applicable.

Release of Funds in Escrow Account on Closing of our Qualifying Transaction:

On the closing of our qualifying transaction, all remaining amounts held in the Escrow Account not previously paid out or payable by the Corporation to redeeming holders of Class A Restricted Voting Shares (including expenses directly related to the redemptions), paid out or payable by the Corporation for tax liabilities of the Corporation, payable by the Corporation to the Underwriter, in satisfaction of 50% of the deferred underwriting commissions, will be available to the Corporation. Upon completion of the qualifying transaction, the Corporation shall be entitled, in its sole discretion, subject to the terms of the Underwriting Agreement, to use the Discretionary Deferred Portion as it sees fit, including for payment to other agents or advisors who have assisted with or participated in the sourcing, diligencing and completion of our qualifying transaction.

Funds released from the Escrow Account to us can be used to pay all or a portion of the purchase price of the business or businesses we acquire as part of our qualifying transaction and to pay other expenses associated with our qualifying transaction. If our qualifying transaction is paid for using shares or debt securities, or not all of the funds released from the Escrow Account are used for payment of the purchase price in connection with our qualifying transaction, we may apply the cash balance that is not applied to the purchase price and released to us from the Escrow Account for general corporate purposes, including maintenance or expansion of operations of acquired businesses, payment of principal or interest due on indebtedness incurred in consummating the qualifying transaction, funding of subsequent acquisitions, payment of dividends or general ongoing expenses.

Redemption of Class A Restricted Voting Shares if No Qualifying Transaction:

If we are unable to consummate a qualifying transaction within the Permitted Timeline, we will be required to redeem as promptly as reasonably possible, on an automatic redemption date specified by the Corporation (such date to be within 10 days following the last day of the Permitted Timeline), each of the outstanding Class A Restricted Voting Shares, for an amount per share, payable in cash, equal to the pro-rata portion (per Class A Restricted Voting Share) of: (A) the Escrow Account including any interest and other amounts earned thereon; less (B) an amount equal to the total of (i) any applicable taxes payable by the Corporation on such interest and other amounts earned in the Escrow Account, (ii) any taxes of the Corporation (including under Part VI.1 of the Tax Act) arising in connection with the redemption of the Class A Restricted Voting Shares, and (iii) up to a maximum of $50,000 of interest and other amounts earned to pay actual and expected Winding-Up expenses and certain other related costs, each as reasonably determined by the Corporation. The Underwriter will have no right to the deferred underwriting commissions held in the Escrow Account in such circumstances.

Upon such redemption, the rights of holders of Class A Restricted Voting Shares as shareholders will be completely extinguished (including the right to receive further liquidation distributions, if any), subject to applicable law. See "Make Whole Covenants" below.

There will be no redemption rights or distributions with respect to the Warrants or Rights, which will expire worthless if we fail to consummate our qualifying transaction within the Permitted Timeline.

Neither the Class B Shares forming part of the Class B Units, nor any Warrants (including the Founders' Warrants), nor Rights, will possess any redemption rights. Our Founders (including our Sponsor) will, however, participate in any liquidation distribution with respect to any Class A Restricted Voting Shares they may acquire in connection with or following this Offering through possible purchases on the secondary market.

The Underwriter will not have any entitlement to the deferred underwriting commissions held in the Escrow Account in the event we do not consummate our qualifying transaction within the Permitted Timeline (as it may be extended). The amount in deferred underwriting commissions will be included with the escrowed funds that will be available to fund the redemption of our Class A Restricted Voting Shares in the event of an extension to the Permitted Timeline, or in the event a qualifying transaction does not occur within the Permitted Timeline.

Limited Payments to Insiders:

There will be no finder's fees, consulting fees, reimbursements or cash payments made to any of our Sponsor, officers, directors or special advisors, or to their affiliates, for services rendered to us prior to or in connection with the completion of our qualifying transaction, except that members of our board of directors who are not employees of the Corporation or our Sponsor may receive finder's fees if such fees are expressly approved by a majority of our unconflicted directors, being the other directors who do not have a conflict of interest in respect of the proposed acquisition, and subject to consent of the Exchange; however, they will not be made prior to the completion of the qualifying transaction and will not be paid from the proceeds of the Escrow Account prior to the completion of the qualifying transaction.

Notwithstanding the foregoing, we anticipate the following payments will be made; however, they will not be paid from the proceeds of the Escrow Account prior to the completion of the qualifying transaction, but rather from funds on hand, from additional sources of funds at the time of the qualifying transaction, from the proceeds of the Escrow Account after their release to the Corporation, or from additional funds as discussed in this prospectus:

- repayment of unsecured loans, and any interest thereon, which may be made by our Sponsor or our Sponsor's affiliates to finance transaction costs in connection with a prospective qualifying transaction;

- payment of $10,000 (plus applicable taxes) per month for administrative and related services pursuant to an administrative services agreement entered into with our Sponsor which, if applicable, may include payment for services of related parties or qualified affiliates of related parties, for, but not limited to, various administrative, managerial or operational services or to help effect our qualifying transaction; and

- reimbursement of out-of-pocket expenses incurred by the above-noted persons in connection with certain activities on our behalf, such as identifying possible business targets and qualifying transactions.

There is no limit on the amount of out-of-pocket expenses reimbursable by us; provided, however, that to the extent such expenses exceed the available proceeds not deposited in the Escrow Account, such expenses would not be reimbursed by us unless we consummate a qualifying transaction.

Our board of directors will review and be required to approve all reimbursements and payments made to our Founders, officers, directors or special advisors, or our affiliates or associates or their respective affiliates or associates, with any interested director abstaining from such review and approval.

Audit Committee:

We have established, and following the Closing will, except as permitted by applicable securities laws, be required to maintain, an audit committee. For the first year following the Closing, a majority of the members of the audit committee will be required to be considered "independent" under applicable securities laws. Following such time, all audit committee members will be required to be independent. See "Directors and Officers – Audit Committee".

Make Whole Covenants:

At or prior to the Closing, and pursuant to the Make Whole Agreement and Undertaking, our Sponsor will agree that (A) in the event of the liquidation of the Escrow Account upon the occurrence of: the automatic redemption by the Corporation of the Class A Restricted Voting Shares resulting from the inability of the Corporation to complete a qualifying transaction within the Permitted Timeline, or on a Winding-Up, or (B) in the event of an extension to the Permitted Timeline, or the completion of a qualifying transaction, it will be liable to us if and to the extent any claims by any third party (other than our auditors) for services rendered or products sold to us, or a prospective qualifying transaction target with which we have entered into, or discussed entering into a transaction agreement, reduce the amount of funds in the Escrow Account to below the lesser of (i) $10.00 (as adjusted for stock splits or combinations, stock dividends, Extraordinary Dividends, reorganizations, recapitalizations and the like) per Class A Restricted Voting Share, or (ii) such lesser amount per Class A Restricted Voting Share held in the Escrow Account as of the date of the full or partial liquidation of the Escrow Account, as applicable, due to reductions in the value of the assets held in escrow (other than due to the failure to obtain waivers from such third parties), in the case of both (i) and (ii), less the amount of interest which may be withdrawn to pay taxes, except as to any claims by a third party who executed a waiver of any and all rights to seek access to the Escrow Account, and except as to any claims under our indemnity of the Underwriter against certain liabilities.

Moreover, in the event that an executed waiver is deemed to be unenforceable against a third party, our Sponsor will not be responsible to the extent of any liability for such third party claims. We have not independently verified whether our Sponsor has sufficient funds to satisfy its indemnity obligations and, therefore, our Sponsor may not be able to satisfy those obligations. We have not asked our Sponsor to reserve for such eventuality.

We believe the likelihood of our Sponsor having to indemnify us as a result of third party claims is limited because we will endeavor to have all vendors and prospective qualifying transaction targets as well as other entities execute

agreements with us waiving any right, title, interest or claim of any kind in or to monies held in the Escrow Account.

In the event of an extension to the Permitted Timeline, an automatic redemption, or a Winding-Up, whereby the taxes payable pursuant to Part VI.1 of the Tax Act would cause the amounts paid per share from the Escrow Account to redeeming holders of Class A Restricted Voting Shares to be less than the initial $10.00 invested (as adjusted for stock splits or combinations, stock dividends, Extraordinary Dividends, reorganizations, recapitalizations and the like), our Sponsor will, pursuant to the Make Whole Agreement and Undertaking, be liable to the Corporation for an amount required in order for the Corporation to be able to pay $10.00 (as adjusted for stock splits or combinations, stock dividends, Extraordinary Dividends, reorganizations, recapitalizations and the like) per Class A Restricted Voting Share to redeeming holders of Class A Restricted Voting Shares (but in no event more than the Part VI.1 taxes that would be owing by the Corporation where the amount paid to redeem each applicable Class A Restricted Voting Share would be $10.00 (as adjusted for stock splits or combinations, stock dividends, Extraordinary Dividends, reorganizations, recapitalizations and the like) per Class A Restricted Voting Share). Other than as described herein, our Sponsor will not be liable to the Corporation for any other reductions to the Escrow Account that would cause the Corporation to pay less than $10.00 per Class A Restricted Voting Share to redeeming holders, including any amount on account of non-resident withholding tax applicable to any deemed dividends that arise on any redemptions.

We have not independently verified whether our Sponsor has sufficient funds to satisfy its indemnity obligations and, therefore, our Sponsor may not be able to satisfy those obligations. We have not asked our Sponsor to reserve for such eventuality. The indemnity obligations of our Sponsor are not obligations of, or guaranteed by, its parent, Mercer Park.

Our Sponsor is permitted to make direct payments or contributions to the Escrow Account in the manner it determines, for indemnity purposes or otherwise.

RISKS

We are a newly formed company that has conducted no operations and has generated no revenues. Until we complete our qualifying transaction, we will have no operations and will generate no operating revenues. In making their decision whether to invest in our Class A Restricted Voting Units, investors should factor this, along with the background of our management team, into their investment decision-making. Investors should carefully consider the foregoing factors and the other risk factors set forth in the section “Risk Factors”.

SUMMARY FINANCIAL DATA

The following table summarizes the relevant financial data for our business and should be read with our notes to financial statements, which are included in this prospectus. Only the following balance sheet is presented, as the Corporation has not had any significant operations to date.

	As at ●, 2017	Pro forma, as at ●, 2017 after giving effect to this Offering, and assuming no exercise of the Over-Allotment Option (in thousands of dollars)
Balance Sheet Data:		
Working Capital	$ 10	$ ●
Total assets	$ 10	$ ●
Deferred Underwriter's Commission [(1)]	$ —	$ ●
Value of Class A Restricted Voting Shares that may be redeemed in connection with our initial qualifying transaction	$ —	$ ●
Shareholders' equity[(2)(3)]	$ 10	$ ●

(1) Represents deferred underwriting commissions payable, 50.0% of which will be payable and released to the Underwriter upon completion of our qualifying transaction and the Discretionary Deferred Portion will be payable and released only at the Corporation's sole discretion, subject to the terms of the Underwriting Agreement, in whole or in part, and only upon completion of our qualifying transaction.

(2) Excludes Class A Restricted Voting Shares, which are subject to redemption in connection with our qualifying transaction.

(3) Assumes issue costs of $8,276,000. Issue costs include $7,500,000 of underwriting commissions, of which $3,125,000 are paid in cash upon closing of this Offering, and of the balance of the underwriting commissions, 50.0% of which will be payable and released to the Underwriter upon completion of our qualifying transaction and the Discretionary Deferred Portion will be payable and released only at the Corporation's sole discretion, subject to the terms of the Underwriting Agreement, in whole or in part, and only upon completion of our qualifying transaction.

The post-Offering total assets amount includes the Initial Escrow Amount, which amount, less deferred underwriting commissions and taxes payable (but which will not include any tax of the Corporation under Part VI.1 of the Tax Act), and less redemption amounts to redeeming holders of Class A Restricted Voting Shares, will be available to us to complete our initial qualifying transaction(s) within the Permitted Timeline. The Initial Escrow Amount includes $4,375,000 (or $5,031,250 if the Over-Allotment Option is exercised in full) in deferred underwriting commissions, 50.0% of which will be payable and released to the Underwriter upon completion of our qualifying transaction and the Discretionary Deferred Portion will be payable and released only at the Corporation's sole discretion, subject to the terms of the Underwriting Agreement, in whole or in part, and only upon completion of our qualifying transaction. If paid, the Underwriter will not be entitled to any interest accrued on the deferred underwriting commissions.

ELIGIBILITY FOR INVESTMENT

In the opinion of Stikeman Elliott LLP, our counsel and counsel to our Sponsor, and Goodmans LLP, counsel to the Underwriter, based on the current provisions of the Tax Act, in force as of the date hereof and the Proposed Amendments, each of the Class A Restricted Voting Shares, Warrants, Rights and Class B Shares, if issued on the date hereof, would be qualified investments for a trust governed by a registered retirement savings plan ("**RRSP**"), registered retirement income fund ("**RRIF**"), deferred profit sharing plan, registered education savings plan ("**RESP**"), registered disability savings plan ("**RDSP**") or tax-free savings account ("**TFSA**"), provided that:

(i) in the case of Class A Restricted Voting Shares and Class B Shares, the Class A Restricted Voting Shares or Class B Shares are listed on a designated stock exchange in Canada for the purposes of the Tax Act (which currently includes the Exchange); and

(ii) in the case of the Warrants and Rights:

(a) the Warrants or Rights, as applicable, are listed on a designated stock exchange for purposes of the Tax Act (which currently includes the Exchange); or

(b) the shares to be issued on the exercise of the Warrants or the conversion of the Rights, as applicable, are qualified investments as described in (i) above, provided that the Corporation is not, and deals at arm's length with each person who is, an annuitant, a beneficiary, an employer or a subscriber under or a holder of such registered plan.

Notwithstanding the foregoing, the holder of a TFSA or an RDSP, the annuitant under an RRSP or RRIF, or the subscriber of an RESP will be subject to a penalty tax in respect of Class A Restricted Voting Shares, Class B Shares, Warrants or Rights held in the TFSA, RRSP, RRIF, RDSP or RESP if such securities are prohibited investments for the TFSA, RRSP, RRIF, RDSP or RESP. A Security will generally be a "prohibited investment" for a TFSA, RRSP, RRIF, RDSP or RESP if the holder of the TFSA or RDSP, or the annuitant under the RRSP or RRIF, or the subscriber of the RESP does not deal at arm's length with the Corporation for the purposes of the Tax Act, or the holder, annuitant or subscriber has a "significant interest" (as defined in subsection 207.01(4) the Tax Act) in the Corporation. Holders of a TFSA or an RDSP, annuitants under an RRSP or RRIF, and subscribers of an RESP should consult their own tax advisors as to whether the Class A Restricted Voting Shares, Class B Shares, Warrants or Rights will be a prohibited investment in their particular circumstances.

CAUTION REGARDING FORWARD-LOOKING INFORMATION

Certain statements contained in this prospectus constitute "forward-looking information" for the purpose of applicable Canadian securities legislation. These statements reflect our management's expectations with respect to future events, the Corporation's financial performance and business prospects. All statements other than statements of historical fact are forward-looking information. The use of the words "anticipate", "believe", "continue", "could", "estimate", "expect", "intends", "may", "might", "plan", "possible", "potential", "predict", "project", "shall", "should", "will", "would", and similar expressions may identify forward-looking information, but the absence of these words does not mean that a statement is not forward-looking. These statements involve known and unknown risks, uncertainties, and other factors that may cause actual results or events to differ materially from those anticipated or implied in such forward-looking information. No assurance can be given that these expectations will prove to be correct and such forward-looking information included in this prospectus should not be unduly relied upon. Unless otherwise indicated, these statements speak only as of the date of this prospectus.

In particular, this prospectus contains forward-looking information pertaining to the following, among other things:

- our ability to identify, negotiate and complete our qualifying transaction and its potential success;
- our success in retaining or recruiting, or changes required in, our officers, key employees or directors, both before and following our qualifying transaction;
- our potential ability to obtain additional financing to complete our qualifying transaction;

- our pool of prospective target businesses for our qualifying transaction;
- the ability of our officers, directors and management team to generate a number of potential acquisition opportunities;
- the operation of the business acquired through the qualifying transaction;
- the potential liquidity and trading of our securities;
- the lack of a market for our securities;
- the use of proceeds not held in the Escrow Account;
- potential regulatory changes;
- fluctuations in interest rates; and
- our financial performance following this Offering.

With respect to forward-looking statements contained in the prospectus, assumptions have been made regarding, among other things:

- (i) the subscription by our Sponsor for an aggregate amount of $5,000,000 worth of Class B Units and Founders' Warrants ($5,468,750 in the event the Over-Allotment Option is fully exercised), and (ii) the issuance of 3,187,500 Founders' Shares to our Founders (assuming no exercise of the Over-Allotment Option and thus the forfeiture of the maximum of 474,609 Over-Allotment Forfeitable Founders' Shares subject to forfeiture; however, the 3,187,500 Founders' Shares would increase up to a maximum of 3,662,109 to the extent the Over-Allotment Option is fully exercised);
- the ability of the Corporation and our management team to successfully consummate a qualifying transaction within the Permitted Timeline;
- an interest rate of 0.90% per annum for the Corporation's projection of an accrual of interest earned in the Escrow Account over the next 18 months, and the increase of the initial $10.00 per Class A Restricted Voting Unit sold to the public held in the Escrow Account to approximately $10.13 per Class A Restricted Voting Share, before applicable taxes and other permitted deductions (and for greater certainty, following the closing of our qualifying transaction, we will use the balance of the non-redeemed shares' portion of the Escrow Account (less tax liabilities on amounts earned on the escrowed funds and certain expenses directly related to redemptions) to pay the Underwriter 50.0% of the deferred underwriting commissions (subject to availability, failing which any shortfall may be made up from other sources at our discretion)); however, the Corporation shall be entitled, in its sole discretion, subject to the terms of the Underwriting Agreement, to use the Discretionary Deferred Portion as it sees fit, including for payment to other agents or advisors who have assisted with or participated in the sourcing, diligencing and completion of our qualifying transaction; and
- projected Offering-related expenses and projected operational and qualifying transaction-related expenses for the Permitted Timeline leading up to our qualifying transaction, as further described in "Use of Proceeds".

Actual results could differ materially from those anticipated in these forward-looking statements as a result of the risk factors set forth below and included elsewhere in this prospectus, including:

- the Corporation's lack of operating history and revenues;

- the ability of our holders of Class A Restricted Voting Shares to redeem their Class A Restricted Voting Shares for cash may make our financial condition less attractive to potential qualifying transaction targets;
- the requirement that we complete our qualifying transaction within the Permitted Timeline (unless extended);
- the net proceeds of this Offering not being held in the Escrow Account may be insufficient to allow us to operate until at least the Permitted Timeline;
- third parties may bring claims against us where we are not indemnified by our Founders;
- our management's and board of directors' intention to put forward a target business candidate or prospective qualifying transaction for shareholder approval only if supported by our Sponsor;
- our Founders', directors', officers' or their affiliates' ability to purchase Class A Restricted Voting Shares, which may influence a vote on a proposed qualifying transaction;
- each of our Founders will lose its investment in us if our qualifying transaction is not completed and their holdings of Founders' Shares may create financial incentives that differ compared to holders of Class A Restricted Voting Shares;
- the ability of our shareholders to exercise redemption rights with respect to a large number of our Class A Restricted Voting Shares, which may not allow us to complete the most desirable qualifying transaction or optimize our capital structure;
- the potential for our Sponsor to lose its entire investment if the qualifying transaction is not completed;
- competition in seeking to effect a qualifying transaction from other companies with a business plan similar to ours;
- changes in laws or regulations, including laws governing marijuana, or a failure to comply with any laws and regulations;
- potential adverse tax consequences on holders of Class A Restricted Voting Shares and on the Corporation in the event the Corporation acquires a United States company or assets of a United States entity in an "inversion" transaction;
- marijuana businesses may be highly regulated entities and, subject to identifying an appropriate target business or businesses for our qualifying transaction, we may be subject to significant regulatory risks;
- scientific research related to the benefits of marijuana remains in early stages;
- intense competition in the cannabis industry;
- the impact of negative publicity or consumer perception on the success of the marijuana industry;
- third parties with whom the Corporation may do business may perceive themselves as being exposed to reputational risk as a result of their relationship with the Corporation;
- advertising and promotional risk in the event we cannot effectively implement a successful branding strategy;
- inability to successfully develop new products or find a market for their sale;
- risks related to the protection and enforcement of intellectual property rights, and to information technology systems, including cyber-attacks;
- susceptibility to risks inherent in an agricultural business;
- susceptibility to significant environmental regulations and risks;
- a limited number of licenses have been issued to date in Canada;

- while cannabis is legal in many state jurisdictions, it continues to be a controlled substance under the United States federal CSA;
- even where cannabis is permitted at the individual state level, regulations vary from state to state and the Corporation may be not be able to comply with such regulations in a cost-efficient manner, if at all;
- differing regulatory requirements across state jurisdictions may hinder or otherwise prevent the Corporation from achieving economies of scale;
- any investments or acquisitions by the Corporation in the United States may be subject to applicable anti-money laundering laws and regulations;
- any investments or acquisitions by the Corporation in the United States may be subject to heightened scrutiny;
- to the extent we acquire marijuana businesses or assets in the United States in connection with our qualifying transaction, we may be subject to measures that would restrict the ability of our investors to trade our securities;
- potential measures that would restrict the ability of our investors to trade our securities to the extent we acquire marijuana businesses or assets in the United States in connection with our qualifying transaction, including the unwillingness or inability of CDS to clear trades;
- the inability to ascertain the merits or risks of any particular target's business operations;
- the target company may be outside our management's area of expertise;
- the target business with which we enter into our qualifying transaction may not have attributes entirely consistent with our general criteria and guidelines;
- we may not be required to obtain an opinion from a qualified person confirming that the price we intend to pay for a target company or target business is fair to us or our shareholders from a financial point of view;
- resources could be wasted in researching acquisitions that are not consummated;
- the loss of our directors and officers;
- the loss of key personnel or the inability to attract key personnel with sufficient experience in the cannabis industry;
- a target's business management may not have the skills, qualifications or abilities to manage a public company;
- the loss of an acquisition target's key personnel;
- certain of our officers and directors may have conflicts of interest with the target company;
- multiple prospective targets may give rise to increased costs and risks that could negatively impact our operations and profitability;
- a qualifying transaction may be with a company that is not as profitable as we suspected, if at all;
- the inability to maintain control of a target business after our qualifying transaction;
- the inability to obtain additional financing to complete our qualifying transaction or to fund the operations and/or growth of a target business;
- the lack of investment diversification and dependence on a single target business which may have a limited number of products or services if we are only able to complete one qualifying transaction;
- a market for our securities may not develop;
- the tax consequences of the qualifying transaction; and

- other factors discussed under “Risk Factors”.

Readers are cautioned that the foregoing list of risk factors should not be construed as exhaustive.

Note Regarding Financial Outlook and Future-Oriented Financial Information

Any financial outlook and future-oriented financial information contained in this prospectus about prospective financial performance, financial position or cash flows is based on assumptions about future events, including economic conditions and proposed courses of action, based on our management’s assessment of the relevant information currently available, and to become available in the future. In particular, this prospectus contains projected operational information for the Permitted Timeline leading up to our qualifying transaction, a projected accrual of interest in the Escrow Account, and a projected dilution to holders of Class A Restricted Voting Shares on a per share basis (which includes a projected pro forma net tangible book value after giving effect to this Offering). These projections contain forward-looking information and are based on a number of material assumptions and factors set out above. Actual results may differ significantly from the projections presented herein. These projections may also be considered to contain future-oriented financial information or a financial outlook. The actual results of the Corporation’s operations for any period will likely vary from the amounts set forth in these projections, and such variations may be material. See above and under the heading “Risk Factors” for a discussion of the risks that could cause actual results to vary. The future-oriented financial information and financial outlooks contained in this prospectus have been approved by management as of the date of this prospectus. Readers are cautioned that any such financial outlook and future-oriented financial information contained herein should not be used for purposes other than those for which it is disclosed herein.

The prospective financial information included in this prospectus has been prepared by, and is the responsibility of, the Corporation’s directors and management. The Corporation and our management believe that the prospective financial information has been prepared on a reasonable basis, reflecting our management’s best estimates and judgments, and represents, to the best of our management’s knowledge and opinion, upon review by the board of directors, the Corporation’s expected course of action. However, because this information is highly subjective, it should not be relied on as necessarily indicative of future results.

Any forward-looking information included in this prospectus is expressly qualified by this cautionary statement, and except as otherwise indicated, is made as of the date of this prospectus. None of the Corporation, our Sponsor or the Underwriter assume or undertake any obligation to update or revise any forward-looking statements or departures from them, except as required by applicable law. New factors emerge from time to time, and it is not possible for our management to predict all such factors and to assess in advance the impact of each such factor on the business of the Corporation or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statement.

MARKET AND INDUSTRY DATA

In this prospectus, we rely on and refer to information and statistics regarding market shares of various companies and the markets in which we compete. We have obtained some of this market share information and industry data from internal surveys, market research, publicly available information and industry publications. Such reports generally state that the information contained therein has been obtained from sources believed to be reliable, but the accuracy or completeness of such information is not guaranteed. Although we believe this information is reliable, neither we nor our Sponsor nor the Underwriter have independently verified or can guarantee the accuracy or completeness of that information and investors should use caution in placing reliance on such information.

MARKETING MATERIALS

Any “template version” of any “marketing materials” (as such terms are defined under applicable Canadian securities laws) that have been or will be filed on SEDAR after the date of the final prospectus and before the termination of the distribution under this Offering (including any amendments to, or an amended version of, any template version of any marketing materials) will be deemed to be incorporated into the prospectus. Any template version of any marketing materials that are utilized by the Underwriter in connection with this Offering are not part

of this prospectus to the extent that the contents of the template version of the marketing materials have been modified or superseded by a statement contained in this prospectus.

THE CORPORATION

The Corporation was incorporated under the Business Corporations Act on July 31, 2017. Our head office and registered office is located at 199 Bay Street, Suite 5300, Commerce Court West, Toronto, Ontario, Canada, M5L 1B9.

The Corporation's by-laws include, among other provisions, a provision providing for a forum for adjudication of certain disputes, whereby unless the Corporation approves or consents in writing to the selection of an alternative forum, the courts of the Province of Ontario and appellate courts therefrom shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim for breach of a fiduciary duty owed by any director or officer of the Corporation to the Corporation, (iii) any action asserting a claim arising pursuant to any provision of the Business Corporations Act or the articles or by-laws of the Corporation (as either may be amended from time to time), or (iv) any action asserting a claim otherwise related to the relationships among the Corporation, its affiliates and their respective shareholders, directors and/or officers, but does not include claims related to the business carried on by the Corporation or such affiliates. Any person or entity owning, purchasing or otherwise acquiring any interest, including without limitation any registered or beneficial ownership thereof, in the securities of the Corporation shall be deemed to have notice of and consented to the provisions of the by-laws.

OUR BUSINESS

Introduction

We are a newly organized special purpose acquisition corporation incorporated under the laws of the Province of Ontario for the purpose of effecting an acquisition of one or more businesses or assets, by way of a merger, amalgamation, arrangement, share exchange, asset acquisition, share purchase, reorganization, or any other similar business combination involving the Corporation, which we refer to throughout this prospectus as our "qualifying transaction". We have not identified any qualifying transaction target and we have not, nor has anyone on our behalf, initiated any substantive discussions, directly or indirectly, with any prospective qualifying transaction target or entered into a written or oral binding acquisition agreement with respect to a potential qualifying transaction. If we complete more than one qualifying transaction, each such qualifying transaction is expected to occur concurrently.

Our objective is to execute a qualifying transaction, the terms of which are determined by us to be favourable and provided that the target business has a fair market value of at least 80% of the assets held in the Escrow Account (excluding the deferred underwriting commissions and applicable taxes payable on interest and other amounts earned in the Escrow Account). The fair market value of the target business will be determined by our board of directors based upon one or more valuation methods generally accepted by the financial community (including, without limitation, potential sales, earnings, cash flow and book value).

We believe that our structure may provide investors with access to an investment opportunity with many of the advantages of private equity investments, except with improved terms and better alignment with our Sponsor than under traditional private equity fund structures. Similar to a private equity fund, investors will benefit from an experienced, professional management team to identify, assess and structure an attractive acquisition, employing extensive due diligence on investment opportunities. However, investors may benefit from several advantages over investing in a committed private equity fund. First, investors have the opportunity to choose whether to participate in the qualifying transaction or to redeem their shares. This provides investors the ability to make their own assessment of a transaction, rather than investing in a blind pool. Second, investors' shares and warrants are anticipated to be liquid, tradable securities, allowing investors access to liquidity if required, unlike private equity commitments. Third, unlike a private equity commitment, investors pay no management fee to a sponsor. Our Founders bear the full financial burden of sourcing a deal and risk substantial capital in the event no qualifying transaction is made.

Business Strategy

We intend to identify, evaluate, and execute an attractive qualifying transaction by leveraging our network to find one or more attractive and, wherever possible, proprietary investment opportunities. We intend to focus our search for target businesses that focus on marijuana production and/or distribution and/or related sectors; however, we are not limited to a particular industry or geographic region for purposes of completing our qualifying transaction. We intend to focus on acquiring one or more companies with an estimated aggregate enterprise value of between $150 million and $300 million.

We intend to employ a pro-active acquisition targeting strategy that identifies potential acquisition targets that align with the Corporation's investment objectives. Consistent with this strategy, we have identified the following general criteria and guidelines that we believe are important in evaluating prospective acquisition targets.

- ***Ability to build an institutional-quality cannabis corporation.*** An institutional-quality cannabis corporation with an established and growing infrastructure and reputable brand may ultimately appeal to the large pharmaceutical companies, as well as the large tobacco and alcohol companies as a partner, a supplier, or a potential target.

- ***Companies that have exporting expertise or abilities or that will benefit from exporting opportunities.*** As marijuana becomes legalized in other jurisdictions, the business could have an ability to seek to capitalize on the knowledge, infrastructure and products developed and manufactured in the existing marijuana markets, and seek to export such knowledge, infrastructure and products abroad.

- ***Companies that will benefit from consolidation in the marijuana industry***. The trend of the current industry is towards consolidation, and the Corporation plans to take advantage of this trend and seek to become a leader in the marijuana industry.

- ***Under-financed businesses to acquire or with which to partner***. The lack of financing in the marijuana industry has given rise to self-financed companies and limited reinvestment of capital. As much of the marijuana industry, especially in the United States, is a cash-based business, many participants and operators have difficultly managing the cash basis of their business. It is not uncommon for many operators to not allocate cash properly and as a result fall short in meeting the needs of the business. This presents a unique acquisition opportunity for would be acquirors that have ready access to capital.

- ***Opportunity to provide rescue financing for undercapitalized operators.*** While many financial investors have acquired licenses, many of them lack the operating experience in the cannabis business to effectively operate these licenses. There may be an opportunistic market in rescuing the license holders who have depleted their financial resources due to their lack of industry experience. Our strategy in these circumstances would be to provide the rescue financing to such operators in order to support the development and the peak of the operations stemming from such licenses, in exchange for majority control of these businesses.

- ***Opportunities to form a platform for a future roll-up strategy***. We will seek to acquire one or more businesses or assets that we believe can grow both organically and through acquisitions.

- ***Companies that will benefit from a defined branding strategy***. We believe that the currently highly fragmented marijuana industry has a deficiency of operators with well-known brands or any developed brands at all that would benefit from an established brand. The reason for this is that many owner-operators believe their own name is the brand. By applying our brand-related expertise, we believe there is an opportunity to create major brand awareness for retail stores as well as wholesale producers.

- ***Companies that will benefit from being a public company***. While using our public currency to do so, we intend to acquire a company that will benefit from being publicly traded and that can be expected to effectively utilize the broader access to capital and public profile that are associated with being a publicly

traded company to take advantage of the arbitrage of the low-private multiples and the high public multiples.

We intend to use these criteria and guidelines in evaluating acquisition opportunities, but we may decide to enter into the qualifying transaction with one or more target businesses that do not meet any or all of these criteria and guidelines. These criteria are not intended to be exhaustive, and may not apply in all cases. Any evaluation relating to the merits of a particular qualifying transaction may be based, to the extent relevant, on these general guidelines and/or other considerations, factors and criteria that our management, board of directors and our Sponsor may deem relevant.

Competitive Strengths

We believe our competitive strengths include the following:

- ***Our sponsorship, financial and deal expertise as well as management expertise***. Our Sponsor is controlled by Mercer Park, L.P., which is a privately-held family office based in New York, New York, controlled by Jonathan Sandelman. Our strategy is to leverage Mercer Park's executive leadership and entrepreneurial expertise, investment and deal experience and network, together with its team of employees, in order to identify and execute an attractive qualifying transaction. We expect that our Sponsor's team, together with our directors, will undertake to identify potential investment targets, and use their networks to initiate contact with target companies' senior executives, board members or owners to uncover investment opportunities.

- ***Our ability to leverage Mark Smith's existing experience in the marijuana industry***. The Canadian cannabis market is emerging and in our estimation may follow similar patterns as the early cannabis markets in U.S. States such as Colorado. While the laws in Canada are being formulated to transition from a medical marketplace to a recreational marketplace through the tabling of the *Cannabis Act*, there are currently no legal recreational dispensaries in Canada. The Corporation is ideally positioned to take advantage of this transition and bring the expertise of its Chief Operating Officer and Director, Mark Smith, to the emerging market. Our management team, notably, Chief Operating Officer, Mark Smith, has experienced firsthand the transition from a medical market to a recreational market in Colorado and is well-positioned to identify opportunities and assess the relevant risks. Mark Smith has extensive experience in the cannabis industry, and would bring a wealth of knowledge of the cannabis industry to any operations in Canada.

- ***Our experience with technology, brand and in manufacturing expertise***. We will rely on the experience and expertise of our management team, notably, Chief Operating Officer and Director, Mark Smith, who has built both manufacturing and retail dispensary businesses rooted in technology and branding based fundamentals. Mark Smith's marijuana manufacturing businesses have employed proprietary technologies, software and management information systems, and their leading branded products include "CannaPunch", "Highly Edible" and "Dutch Girl". The strength of this branding strategy lies in the NXT technology, which allows companies to micronize hash oil and have it absorbed into the blood stream at a much faster rate than traditional consumption. The experience for the consumer has resulted in a loyal brand following. Our plan is to leverage this technology, employ certain proprietary technologies, software and management information systems and build other brands that may be acquired and developed by the Corporation. Both the technology and the brands are scalable and can be transferred to all markets the Corporation may company expand into.

- ***Our particular expertise in the retail marijuana space***. Our management team, notably, Mark Smith, has intimate experience in retail dispensaries and was a key component in founding the "Tumbleweed" dispensary in Colorado. After just one year of business, it was ranked the fifth best dispensary in the state of Colorado [Source: *Leafly*]. The retail model uses a western theme with universal appeal and positions itself with a unique buying strategy whereby the stores carry the largest variety of marijuana in the state of Colorado. If applicable, the Corporation would intend to use this model in its expansion and roll-up strategy.

- ***Our ability to take advantage of a highly fragmented marketplace***. In Colorado, as an example, only two chains exist of more than 12 stores, the main reason being that 80% of recreational retailers are single storefront operations [Source: *Westword, Marijuana Business Daily*]. Moreover, many businesses appear to be managed inefficiently as many owners were attracted to the cannabis business for personal reasons and not rooted in basic business fundamentals, which creates even more fragmentations within the market. Resales of marijuana businesses are becoming increasingly common and the opportunity for a roll-up exists.

Investment Criteria and Guidelines

Subject to the Exchange requirement that our qualifying transaction must be with one or more target businesses that together have a fair market value equal to at least 80% of the assets held in the Escrow Account (excluding the deferred underwriting commissions and applicable taxes payable on interest and other amounts earned in the Escrow Account), our management will have flexibility in identifying and selecting one or more prospective target businesses. In addition to our geographic flexibility, we will consider investment opportunities in both the medical and recreational markets, which may include both private and public targets. Companies that focus and have demonstrated a commitment to the pharmaceutical science underlying marijuana and marijuana research will be of particular interest, although the absence of a "science based" agenda will not automatically exclude a potential acquisition target. Companies that are engaged in importing and exporting of marijuana on a wholesale basis will also be considered for review by our management team.

In addition to the factors noted above, in evaluating a prospective target business, our management may consider a variety of factors, including one or more of the following:

- financial condition and results of operations;
- growth potential;
- brand recognition and potential;
- experience and skill of management and availability of key personnel;
- capital requirements;
- competitive position;
- barriers to entry;
- stage of development of products, processes or services;
- existing distribution and potential for expansion;
- degree of current or potential market acceptance of products, processes or services;
- proprietary aspects of products and the extent of intellectual property or other protection for products or formulas;
- impact of regulation on the business;
- costs associated with effecting the qualifying transaction; and
- industry leadership and sustainability of market share.

We intend to use these criteria and guidelines in evaluating acquisition opportunities, but we may decide to enter into the qualifying transaction with one or more target businesses that do not meet any or all of these criteria and guidelines. Any evaluation relating to the merits of a particular qualifying transaction may be based, to the extent relevant, on these general guidelines and/or other considerations, factors and criteria that our management and board of directors deem relevant at that time.

Investment screening and valuation analysis will be completed by our management team. The management team will use these general investment criteria mentioned along with any situation-specific considerations necessary to help guide their decision process and bring the most attractive transactions to the board of directors.

In evaluating a prospective target business, we expect to conduct a thorough due diligence review which will encompass, among other things, meetings with incumbent management and employees, document reviews, and inspection of facilities, as well as a review of financial and other information which is made available to us.

The time required to select and evaluate a target business and to structure and complete our qualifying transaction, and the costs associated with this process, are not currently ascertainable with any degree of certainty. Any costs incurred with respect to the identification and evaluation of a prospective target business with which a qualifying transaction is not ultimately completed will reduce the funds we can use to complete another qualifying transaction.

Benefits of the Special Purpose Acquisition Corporation Structure

We believe that the benefits of the special purpose acquisition corporation structure include the following:

- ***Status as a public company and benefit from public market currency.*** We believe that our structure will make us an attractive qualifying transaction partner to target businesses. As an existing public company, we offer a target business an alternative to the traditional initial public offering or sale to private equity investors, through a merger or other business combination. In this situation, the owners of the target business may exchange their shares in the target business for our securities or for a combination of securities and cash, allowing us to tailor the consideration to the specific needs of the sellers. We believe target businesses might find this method a more certain and cost-effective method to becoming a public company than the typical initial public offering. In a typical initial public offering, there are additional expenses incurred in marketing, roadshow and public reporting efforts that will likely not be present to the same extent in connection with a qualifying transaction with us. Furthermore, upon the closing of the qualifying transaction, the target business will effectively become public, whereas an initial public offering is always subject to the underwriters' ability to complete the offering, as well as general market conditions that could prevent the offering from occurring. Management believes that a merger with the Corporation may be less disruptive to a target business and its employees than a traditional initial public offering. Once public, we believe the target business would benefit from public market currency, as it would then have greater access to capital and an additional means of providing management incentives (consistent with shareholders' interests) than it would have as a privately-held company. It can offer further benefits by augmenting a company's profile among potential new customers and vendors and aid in attracting talented employees. While we believe that our status as a public company will make us an attractive business partner, some potential target businesses may view the inherent limitations in our status as a special purpose acquisition corporation and may prefer to effect an acquisition with a more established entity or with a private company, undertake a transaction with an entity offering operating synergies or effect a traditional initial public offering.

- ***Financial position and transaction flexibility.*** With the Initial Escrow Amount, we offer a target business a variety of options such as providing the target business owners with cash or securities in a public company and a public means to sell such securities, providing capital for the potential growth and expansion of its operations or strengthening its balance sheet by reducing its debt. Because we are able to consummate our initial qualifying transaction using our cash, debt or equity securities, or a combination of the foregoing, we have the flexibility to use the most

efficient combination that will allow us to tailor the consideration to be paid to the target business to fit its needs and its current owners' desires. We intend on being prudent with the use of leverage to effect the qualifying transaction. Since we have no specific qualifying transaction under consideration, we have not taken any steps to secure third party financing, and there can be no assurance that it will be available to us.

- ***An improved approach to private equity.*** We believe that our structure may provide investors with access to an investment opportunity with many of the advantages of private equity investments, except with improved terms and better alignment with our Sponsor than under traditional private equity fund structures. Similar to a private equity fund, investors will benefit from an experienced, professional management team to identify, assess and structure an attractive acquisition, employing extensive due diligence on investment opportunities. However, investors may benefit from several advantages over investing in a committed private equity fund. First, investors have the opportunity to choose whether to participate in the qualifying transaction or to redeem their shares. This provides investors the ability to make their own assessment of a transaction, rather than investing in a blind pool. Second, investors' shares and warrants are anticipated to be liquid, tradable securities, allowing investors access to liquidity if required. Third, unlike a private equity commitment, investors pay no management fee to a sponsor. Our Founders bear the full financial burden of sourcing a deal and risk substantial capital in the event no qualifying transaction is made.

INDUSTRY OVERVIEW

As stated elsewhere in the prospectus, we intend to identify, evaluate, and execute an attractive qualifying transaction by leveraging our network to find one or more attractive investment opportunities. We intend to focus our search for target businesses that focus on marijuana production and/or distribution and/or related sectors; however, we are not limited to a particular industry or geographic region for purposes of completing our qualifying transaction. In Canada, the market for cannabis falls into two distinct categories: (1) the existing medical marijuana regime; and (2) the proposed recreational market framework.

Medical Marijuana in Canada

Legal access to dried marijuana for medical purposes was first allowed in Canada in 1999 through section 56 of the CDSA which grants the Minister of Health the power to exempt any substance from any and all provisions of the CDSA, if, in the opinion of the Minister, access to the substance is necessary for medical or scientific purposes, or is otherwise in the public interest. The 2000 decision of the Ontario Court of Appeal in *R. v. Parker* held that individuals with a medical need had the right to possess marijuana for medical purposes. This led to the implementation of the MMAR in 2001, which enabled individuals who had been authorized by their health care practitioners to access dried marijuana for medical purposes by producing their own plants, designating someone to do so on their behalf, or purchasing from Health Canada. Court decisions resulted in a number of changes to the MMAR in the ensuing years.

In June 2013, the Government of Canada implemented the MMPR which replaced the MMAR. The MMPR established a regulatory framework for licensing producers and permitting the sale of dried marijuana to individuals with a medical need and imposing conditions to seek to ensure commercial production and distribution of quality-controlled dried marijuana produced under secure and sanitary conditions.

In June 2015, the Supreme Court of Canada decided in *R. v. Smith* that restricting legal access to only dried marijuana violates the right to liberty under section 7 of the Canadian Charter of Rights and Freedoms by foreclosing reasonable medical choices through the threat of criminal prosecution. The Court decided that individuals with a medical need have the right to use and make other cannabis products. In July 2015, to eliminate uncertainty around a legal source of supply of cannabis, the Minister of Health issued section 56 class exemptions under the CDSA to allow, among other things, Licensed Producers to produce and sell cannabis oil and fresh marijuana buds and leaves in addition to dried cannabis, and to allow authorized users to possess and alter different forms of cannabis.

In August 24, 2016, the Government of Canada implemented the ACMPR, which replaced the MMPR, as a result of a decision by the Federal Court of Canada in February 2016 in *Allard v. Canada*, which found that requiring individuals to obtain cannabis only from Licensed Producers violated liberty and security rights protected by section 7 of the Canadian Charter of Rights and Freedoms. The Court found that individuals who require cannabis for medical purposes did not have "reasonable access" under the MMPR regime. The Court's declaration of invalidity of the MMPR was suspended for six months to allow the government to respond.

The ACMPR

The ACMPR are the current governing regulations regarding the production, sale and distribution of cannabis and cannabis oil extracts for medical purposes in Canada. The ACMPR provide for three possible alternatives for Canadian residents who have been authorized by their health care practitioner to access cannabis for medical purposes:

- they can continue to access quality-controlled cannabis by registering with Licensed Producers;
- they can register with Health Canada to produce a limited amount of cannabis for their own medical purposes (starting materials (including marijuana seeds and plants) must be purchased from a Licensed Producer); or
- they can designate someone else who is registered with Health Canada to produce cannabis on their behalf (starting materials (such as marijuana seeds and plants) must be purchased from a Licensed Producer).

In administering the ACMPR, Health Canada has two main roles:

- licensing and overseeing the commercial industry; and
- registering and overseeing individuals who produce a limited amount of cannabis for their own medical purposes (or to have another individual produce it on their behalf).

The ACMPR sets out, among other things, the authorized activities and general responsibilities of Licensed Producers, including:

- the requirement to obtain and maintain a license from Health Canada prior to commencing any activities;
- calculating the quantity of cannabis, other than dried cannabis, that is equivalent to a given quantity of dried cannabis;
- security measures relating to facilities and personnel;
- good production practices;
- packaging, shipping, labelling, import and export and record-keeping requirements; and
- patient registration and ordering requirements.

Newly-authorized activities under the ACMPR include the production and sale of starting materials (i.e., cannabis seeds and plants) to those individuals who have registered to produce a limited amount of cannabis for their own medical purposes, or to have it produced by a designated person, and the ability to sell an interim supply of fresh or dried cannabis or cannabis oil to registered persons while they wait for their plants to grow.

Licenses and license applications under the ACMPR consolidate the MMPR license requirements for the production and sale of dried cannabis, the requirements for supplemental licenses under the CDSA section 56 exemption allowing Licensed Producers to conduct activities with cannabis and cannabis oil in addition to dried marijuana, and the new requirements for the sale of cannabis seeds and plants.

As described under the ACMPR (see Part 1, Division 5 of the ACMPR), Licensed Producers are required to keep records of, among other things, their activities with cannabis, including all transactions (sale, exportation, and importation), all fresh or dried marijuana or cannabis oils returned from clients, and an inventory of cannabis (e.g. seeds, fresh harvested marijuana, dried marijuana, packaged marijuana, packaged marijuana seeds, cannabis oil, marijuana plants destined to be sold or provided). All records have to be kept for a period of at least two years, in a format that will be easily auditable, and will have to be made available to Health Canada upon request. All communications regarding reports for healthcare licensing authorities, including both those sent and received, are also subject to this two year requirement.

A Licensed Producer must provide Health Canada with a case report for each serious adverse reaction to fresh or dried marijuana or cannabis oil within 15 days of the Licensed Producer becoming aware of the reaction. A Licensed Producer must annually prepare and maintain a summary report that contains a concise and critical analysis of all adverse reactions to have occurred during the previous 12 months (the serious adverse reaction reports and the summary reports must be retained by the Licensed Producer for a period of 25 years after the day on which they were made).

Recreational Marijuana in Canada

Cannabis Act

In 2015, the Government of Canada announced a platform advocating for the legalization of recreational cannabis in order to regulate the illegal market and restrict access by under-aged individuals. On April 20, 2016, the Government of Canada announced its intention to introduce, by the spring of 2017, federal legislation to legalize the recreational use of cannabis in Canada. On April 13, 2017, the *Cannabis Act* was introduced.

The *Cannabis Act* provides a licensing and permitting scheme for the production, testing, packaging, labelling, sending, delivery, transportation, sale, possession and disposal of cannabis, to be implemented by regulations made under the *Cannabis Act*. It is proposed that provincial legislation will implement measures authorizing the sale of cannabis that has been produced by a person authorized under the *Cannabis Act* to produce cannabis for commercial purposes. The licensing, permitting and authorization regime will be implemented by regulations made under the Cannabis Act. Draft regulations have not yet been disclosed. The *Cannabis Act* contains some details of the application requirements for licenses and permits, which are similar in nature to the requirements of the ACMPR (i.e., they include requirements for financial information, security information and security clearances).

The *Cannabis Act* proposes to maintain separate access to cannabis for medical purposes, including providing that import and export licenses and permits will only be issued in respect of cannabis for medical or scientific purposes.

The transitional provisions of the *Cannabis Act* provide that every license issued under section 35 of the ACMPR that is in force immediately before the day on which the *Cannabis Act* comes into force is deemed to be a license issued under the Cannabis Act, and that such license will continue in force until it is revoked or expires.

Below are additional highlights of the proposed *Cannabis Act*:

- introduces restrictions on the amounts of cannabis that individuals can possess and distribute, and on public consumption and use, and prohibits the sale of cannabis unless authorized by the *Cannabis Act*;

- permits individuals who are 18 years of age or older to cultivate, propagate, and harvest up to and including four cannabis plants of up to 100 centimeters (1 metre) in height in their dwelling-house, propagated from a seed or plant material authorized by the *Cannabis Act*;

- restricts (but does not strictly prohibit) the promotion and display of cannabis, cannabis accessories and services related to cannabinoids to consumers, including restrictions on branding and a prohibition on false or misleading promotion and on sponsorships;

- permits the informational promotion of cannabis in specified circumstances to individuals 18 years and older;

- introduces packaging and labelling requirements for cannabis and cannabis accessories, and prohibits the sale of cannabis or cannabis accessories that could be appealing to young persons;

- provides the designated Minister with the power to recall any cannabis or class of cannabis on reasonable grounds that such a recall is necessary to protect public health or public safety;

- permits the establishment of a national cannabis tracking system;

- provides powers to inspectors for the purpose of administering and enforcing the *Cannabis Act* and a system for administrative monetary penalties; and

- has been amended to allow, subject to further implementation of regulations, for the distribution of edible items containing cannabis, starting in July 2019.

The sale and distribution of cannabis, subject to regulatory frameworks developed by and for each individual province, is currently scheduled to be implemented by July 2018.

On October 3, 2017, the Canadian government announced that, in addition to the customary goods and services taxes, it would be proposing a federal excise tax on recreational marijuana once it becomes legalized, which is scheduled for July 2018, with provinces receiving half of the revenue. Under the federal proposal, each gram of marijuana would be subject to an excise tax of $1.00 on sales up to $10.00 and a 10% tax on sales of more than $10.00. The proposal has not been viewed positively by several provincial governments, including the British Columbia provincial government, because it is seen as extracting tax revenue that was expected to go directly to the provinces themselves. Should the federal government implement this excise tax, it would add an additional tax burden on the retail and distribution market for marijuana in Canada.

Ontario

On September 8, 2017, the Ontario provincial government released a document that comprehensively outlined the planned recreational cannabis retail and distribution framework in Ontario, to be modelled on the current Liquor Control Board of Ontario (LCBO) framework, which currently regulates the sale of alcohol throughout the province. The announcement was made in response to the federal government's proposal to legalize cannabis as outlined in the *Cannabis Act*, which assigns the responsibility of the sale and distribution of cannabis to the provinces, and is currently scheduled to be implemented by July 2018. On November 1, 2017, the Ontario government introduced the *Cannabis Act, 2017* that would, if passed, regulate the use, sale and distribution of recreational cannabis in Ontario following Federal legalization in July 2018. Under Ontario's proposed *Cannabis Act, 2017*, the LCBO would be solely mandated with overseeing the legal retail business of recreational cannabis in Ontario through new stand-alone cannabis stores and an LCBO-controlled online order and distribution service, which together, would comprise the only channels through which consumers would be able to legally purchase recreational cannabis. The Ontario provincial government projected that approximately 150 stand-alone stores will be opened by 2020 to service all regions of the province, with a plan to have 80 of the stores operational by July 1, 2019, and approximately 40 of the stores operational along with online distribution available as of July 2018. Further, the plan would seek to eliminate the presence of dispensaries through enforcement measures and a regulatory system organized to prevent such entities from establishing or maintaining retail sales of cannabis. Such framework would effectively create a government-controlled monopoly over the legal retail and distribution cannabis industry in Ontario, Canada's most populous province. Although the details of the framework will continue to develop, and the framework is yet to be drafted into legislation, with its current strict rules, this structure would appear likely to preclude companies from entering the cannabis retail and distribution market in Ontario. The proposed plan has been

subject to some criticism, with a number of suggestions that it is unlikely to prevent continued black market sales of cannabis. See also "*Risk Factors*".

Alberta

On October 4, 2017, the Alberta provincial government released its proposed framework for marijuana legalization. The proposed rules include restricting sales of marijuana to specialty stores, separate from alcohol, tobacco and pharmaceuticals. While the province has yet to decide whether stores selling marijuana will be publicly or privately run and sought public input through consultations until October 27, 2017, the proposed rules would designate the Alberta Gaming and Liquor Commission (AGLC) as the central wholesaler for all products. To date, online sales have not been permitted. Although the details of the framework will continue to develop, and the framework is yet to be drafted into legislation, this proposed structure may limit or prohibit the development of, and use of, an online cannabis retail and distribution market in Alberta. Should Alberta decide on sole government ownership of retail and distribution, this would preclude companies from entering the cannabis retail and distribution market in Alberta.

British Columbia

British Columbia's recently elected government has yet to introduce proposed rules or regulations regarding the sale and distribution of marijuana in response to the federal government's proposal to legalize cannabis as outlined in the Cannabis Act. However, on September 25, 2017, the government announced a public consultation period to last until November 1, 2017, and announced its intention to draft regulations ahead of the spring session of the legislature. On November 2, 2017, the Province announced that, during the five week consultation period, the BC Cannabis Regulation Engagement website saw 127,952 visits, and it received 48,151 completed feedback forms and 130 written submissions from various organizations and interest groups. In the coming weeks, the Minister of Public Safety and Solicitor General is expected to review and analyze the feedback received and to create a summary report to be made available to the public. The current Premier of British Columbia has been reported to have made comments more supportive of bringing the existing retail dispensaries in British Columbia under regulation. However, should British Columbia ultimately decide on government ownership of retail and distribution, this would preclude companies from entering the cannabis retail and distribution market in British Columbia.

New Brunswick

On September 15, 2017, New Brunswick's government announced that it had formed a new Crown corporation to oversee the sale and distribution of non-medicinal cannabis in response to the federal government's proposal to legalize cannabis as outlined in the Cannabis Act. Specific details have yet to be released; however, the Finance Minister has also indicated that the Crown corporation would not in fact run retail operations but has signed memorandums of understanding with two Licensed Producers to secure cannabis supply. On October 25, 2017, the New Brunswick provincial government announced that NB Liquor, the provincial distributor of alcoholic beverages, through a subsidiary, will operate recreational cannabis retail sales and distribution operations in New Brunswick. NB Liquor has already issued a tender for potential retail locations in order to be ready for the anticipated July 2018 legalization of recreational cannabis in Canada and plans up to 20 retail locations in 15 communities across the Province. This decision precludes companies from entering the cannabis retail and distribution market in New Brunswick.

Quebec

On September 28, 2017, Quebec's government announced that it would be creating a new Crown corporation that will make use of the expertise of the Société des alcools du Québec (the provincial Crown corporation responsible for the sale of liquor) to oversee the sale and distribution of non-medicinal cannabis in response to the federal government's proposal to legalize cannabis as outlined in the *Cannabis Act*. Specific details have yet to be released; however, the province had also announced concurrently that it would be setting a minimum age of 18 for the consumption of cannabis. Although the details of the framework will continue to develop with the expectation that legislation will be introduced in the fall of 2017, with its current strict rules, this structure would appear likely to preclude companies from entering the cannabis retail and distribution market in Quebec.

Manitoba

On November 7, 2017, the Government of Manitoba announced a hybrid public and private sector approach to the legalization of cannabis distribution and retail. Under the proposed model, the Liquor and Gaming Authority of Manitoba (the "MLGA") will be given an expanded mandate to regulate the purchase, storage, distribution and retail of cannabis. The Manitoba Liquor and Lotteries Corporation (the "MLL") will secure and track supply of cannabis sold in Manitoba, while the private sector will operate all retail locations. Provincial regulation of wholesaling, distribution and retail will be through the MLGA and a regulatory framework and licensing regime is in development. The MLL will be responsible for central administration, supply chain management and order processing. All cannabis sold in retail stores must be purchased from the MLL, which will source cannabis from federally licensed producers. Safe storage and shipment of cannabis will be managed through either MLL-owned and operated facilities and/or contracted third parties licensed through the MLGA.

On November 7, 2017, the Government of Manitoba published a request for proposals for the operation of retail cannabis stores. In the notice on the "MERX" system (a Canadian electronic tendering service and database), the Manitoba government notes that: (i) it intends to develop a local, broad-based, adaptive and ongoing framework for the implementation of legalized recreational cannabis, including a competitive retail market of privately-owned retail stores; (ii) development of the framework will transpire over three phases, with the first phase targeting an implementation date of July 2, 2018; and (iii) it intends to select up to four proposals, and to enter into at least one retail agreement for each proposal selected.

Manitoba is the first province to allow a private retailer model. While this may provide an opportunity for larger licensed producers, Manitoba represents only a fraction of Canada's overall population and the impact on the overall Canadian market may not be significant.

Health Canada's Proposed Approach to the Regulation of Cannabis

On November 21, 2017, Health Canada released a consultation paper entitled "Proposed Approach to the Regulation of Cannabis" (the "**Proposed Regulations**"). Recognizing the federal government's commitment to bringing the *Cannabis Act* into force no later than July 2018, the Proposed Regulations, among other things, seek to solicit public input and views on the appropriate regulatory approach to a recreational cannabis market by building upon established regulatory requirements that are currently in place for medical cannabis.

Interested stakeholders have been invited to share their views on the Proposed Regulations until January 20, 2018. At the end of this 60-day consultation period, Health Canada is expected to publish a summary of the comments received as well as a detailed outline of any changes to the regulatory proposal, which will continue to provide the industry and stakeholders with as much information as possible on the Proposed Regulations.

The Proposed Regulations are divided into seven major categories and areas as follows:

1. Licences, Permits and Authorizations;
2. Security Clearances;
3. Cannabis Tracking System;
4. Cannabis Products;
5. Packaging and Labelling;
6. Cannabis for Medical Purposes; and
7. Health Products and Cosmetics Containing Cannabis.

Licences, Permits and Authorizations:

The Proposed Regulations would establish different types of authorizations, based on the activity being undertaken and, in some cases, the scale of the activity. Rules and requirements for different categories of authorized activities are intended to be proportional to the public health and safety risks posed by each category of activity. The types of proposed authorizations include: (i) cultivation; (ii) processing; (iii) sale to the public for medical purposes and, non-

medical purposes in provinces and territories that have not enacted a retail framework; (iv) analytical testing; (v) import/export; and (vi) research.

Cultivation licences would allow for both large-scale and small-scale (i.e. micro) growing of cannabis, subject to a stipulated threshold. Industrial hemp and nursery licences would also be issued as a subset of cultivation licences. Health Canada is considering a number of options for establishing and defining a "micro-cultivator" threshold, such as plant count, size of growing area, total production, or gross revenue. Part of the stated purpose of the Proposed Regulations is to solicit feedback from interested stakeholders regarding the most appropriate basis for determining what such threshold should be.

The Proposed Regulations provide that all licences issued under the *Cannabis Act* would be valid for a period of no more than five years and that no licensed activity could be conducted in a dwelling house. The Proposed Regulations would also permit both outdoor and indoor cultivation of cannabis. The implications of the proposal to allow outdoor cultivation are not yet known, but such a development could be significant as it may reduce start-up capital required for new entrants in the cannabis industry. It may also ultimately lower prices as capital expenditure requirements related to growing outside are typically much lower than those associated with indoor growing.

Security Clearances:

It is proposed that select personnel (including individuals occupying a "key position", directors, officers, large shareholders and individuals identified by the Minister of Health) associated with certain licences issued under the *Cannabis Act* would be obliged to hold a valid security clearance issued by the Minister of Health. The Proposed Regulations would enable the Minister of Health to refuse to grant security clearances to individuals with associations to organized crime or with past convictions for, or an association with, drug trafficking, corruption or violent offences. This is the approach in place today under the ACMPR and other related regulations governing the licensed production of cannabis for medical purposes.

Health Canada acknowledges in the Proposed Regulations that there are individuals who may have histories of non-violent, lower-risk criminal activity (for example, simple possession of cannabis, or small-scale cultivation of cannabis plants) who may seek to obtain a security clearance so they can participate in the legal cannabis industry. Under the new set of rules, the Minister of Health would be authorized to grant security clearances to any individual on a case-by-case basis. Part of the purpose of the Proposed Regulations is to solicit feedback from interested parties on the degree to which such individuals should be permitted to participate in the legal cannabis industry.

Cannabis Tracking System:

As currently proposed under the *Cannabis Act*, the Minister of Health would be authorized to establish and maintain a national cannabis tracking system. The purpose of this system would be to track cannabis throughout the supply chain to help prevent diversion of cannabis into, and out of, the legal market. The Proposed Regulations would provide the Minister of Health with the authority to make a ministerial order that would require certain persons named in such order to report specific information about their authorized activities with cannabis, in the form and manner specified by the Minister.

Cannabis Products:

The Proposed Regulations would permit the sale to the public of dried cannabis, cannabis oil, fresh cannabis, cannabis plants, and cannabis seeds. It is proposed that the sale of edible cannabis products and concentrates (such as hashish, wax and vaping products) would only be permitted within one year following the coming into force of the *Cannabis Act*.

The Proposed Regulations acknowledge that a range of product forms should be enabled to help the legal industry displace the illegal market. Additional product forms that are mentioned under the Proposed Regulations include "pre-rolled" cannabis and vaporization cartridges manufactured with dried cannabis. Specific details related to these new products are to be set out in a subsequent regulatory proposal.

Packaging and Labelling:

The Proposed Regulations would set out requirements pertaining to the packaging and labelling of cannabis products. Such requirements would promote informed consumer choice and allow for the safe handling and transportation of cannabis. Consistent with the requirements under the ACMPR, the Proposed Regulations would require all cannabis products to be packaged in a manner that is tamper-evident and child-resistant.

While minor allowances for branding would be permitted, Health Canada is proposing strict limits on the use of colours, graphics, and other special characteristics of packaging to curtail the appeal of products to youth. To ensure that consumers make informed decisions and to avoid misuse, products would be required to be labelled with specific information about the product, contain mandatory health warnings similar to tobacco products, and be marked with a clearly recognizable standardized cannabis symbol.

Cannabis for Medical Purposes:

The proposed medical access regulatory framework would remain substantively the same as currently exists under the ACMPR, with proposed adjustments to create consistency with rules for non-medical use, improve patient access, and reduce the risk of abuse within the medical access system.

Health Products and Cosmetics Containing Cannabis:

Health Canada is proposing a scientific, evidenced-based approach for the oversight of health products with cannabis that are approved with health claims, including prescription and non-prescription drugs, natural health products, veterinary drugs and veterinary health products, and medical devices. Under the Proposed Regulations, the use of cannabis-derived ingredients in cosmetics, which is currently prohibited, is proposed to be permitted and subject to provisions of the *Cannabis Act*.

Cannabis Market in the United States

Unlike in Canada which has federal legislation uniformly governing the cultivation, distribution, sale and possession of medical cannabis under the ACMPR, in the United States, cannabis is largely regulated at the state level. To the Corporation's knowledge, there are to date, a total of 29 states, plus the District of Columbia, Puerto Rico and Guam that have legalized cannabis in some form. Notwithstanding the permissive regulatory environment of medical cannabis at the state level, cannabis continues to be categorized as a controlled substance under the CSA in the United States and as such, may be in violation of federal law in the United States. See "*Risk Factors*." However, the United States Congress approved certain spending legislation, which was subsequently signed into law, which currently prohibits federal funds from being appropriated to prevent any state from implementing its own laws that authorize the use, distribution, possession or cultivation of medical marijuana, and therefore the prosecution of medical marijuana-related offences may be challenging while such prohibitions remain in place.

Eight of the 29 states that have fully legalized cannabis have populations that collectively represent approximately 21% of the total population of the United States. Notably, the legalization of recreational cannabis in California marked an important milestone given the size of its population and the state's overwhelming support of legalization. In addition to these eight states, there are currently 21 states that have legalized cannabis for medical purposes only, whose populations collectively, with the states that have fully legalized cannabis use, represent approximately 63% of the total population of the United States [Source: *Business Insider*, *Newsweek*].

As additional marijuana businesses come to the United States marketplace and more states adopt recreational marijuana laws, the United States marketplace and investors are attracting more deals and becoming more educated about the marijuana industry. As a result, the Corporation expects that valuations of marijuana-based businesses will become less speculative and increasingly likely to be valued with traditional valuation methodologies. Given the activity in the market, investors are now able to compare and differentiate between marijuana-based companies with experienced management teams and those with lagging skill and leadership. As marijuana becomes more mainstream, wise investors are more closely examining core business values of these companies, whereby business experience is expected to achieve a premium in the marketplace.

Canadian Companies with U.S. Marijuana-Related Assets

On October 16, 2017, the Canadian Securities Administrators published Staff Notice 51-352 – *Issuers with U.S. Marijuana-Related Activities* ("**Staff Notice 51-352**") which provides specific disclosure expectations for reporting issuers in Canada that currently have, or are in the process of developing, marijuana-related activities in the United States as permitted within a particular state's regulatory framework. All reporting issuers with U.S. marijuana-related activities are expected to clearly and prominently disclose certain prescribed information in prospectus filings and other applicable disclosure documents in order to fairly present all material facts, risks and uncertainties about issuers with U.S. marijuana-related activities. In the event that the Corporation's qualifying transaction contemplates engagement in U.S. cannabis-related activities, the Corporation intends to comply with the disclosure requirements of Staff Notice 51-352.

Such disclosure includes, but is not limited to, (i) a description of the nature of a reporting issuer's involvement in the U.S. marijuana industry; (ii) an explanation that marijuana is illegal under U.S. federal law and that the U.S. enforcement approach is subject to change; (iii) a statement about whether and how the reporting issuer's U.S. marijuana-related activities are conducted in a manner consistent with U.S. federal enforcement priorities; and (iv) a discussion of the reporting issuer's ability to access public and private capital, including which financing options are and are not available to support continuing operations. Additional disclosures are required to the extent a reporting issuer is deemed to be directly or indirectly engaged in the U.S. marijuana industry, or deemed to have "ancillary industry involvement", all as further described in the Staff Notice. Public reaction to the notice was generally positive and industry participants welcomed the opportunity to review and provide enhanced disclosure.

Concurrently on October 16, 2017, the TSX issued its own Staff Notice 2017-2009 regarding the application of Section 306 (Minimum Listing Requirements), Section 325 (Management) and Part VII (Halting of Trading, Suspension and Delisting of Securities) of the TSX Company Manual, as such provisions relate to applicants and TSX-listed issuers in the marijuana sector. The TSX noted that issuers with ongoing business activities that violate U.S. federal law regarding marijuana are not in compliance with the listing requirements set out in Section 306 (Minimum Listing Requirements). These business activities may include (i) direct or indirect ownership of, or investment in, entities engaging in activities related to the cultivation, distribution or possession of marijuana in the U.S., (ii) commercial interests or arrangements with such entities, (iii) providing services or products specifically targeted to such entities, or (iv) commercial interests or arrangements with entities engaging in providing services or products to U.S. marijuana companies. Staff Notice 2017-2009 went on to say that should the TSX find that a listed issuer is engaging in activities contrary to such requirements, it reserves the right to initiate a delisting review.

We believe that a delisting review or threat thereof may motivate certain TSX-listed Canadian companies with U.S. marijuana-related assets to restructure. At the same time, it may also affect non-TSX-listed companies. Accordingly, actions taken by companies in response to Staff Notice 2017-2009 may give rise to additional opportunities on the part of the Corporation. On the other hand, the announcements by the TSX may, among other things, serve to negatively impact the public's perception of marijuana as an increasingly risky investment opportunity. See "*Risk Factors*".

International Cannabis Market

Changes in the regulatory regimes of various countries around the globe regarding cannabis use and possession have occurred rapidly in recent years. Management believes that the following are common initiatives and changes amongst these jurisdictional regimes: (i) distinguishing between "hard" and "soft" drugs (with cannabis generally being considered a "soft" drug); (ii) establishing special regulations concerning cannabis; (iii) refusing to prosecute personal use or possession of small quantities of cannabis for personal use; (iv) giving law enforcement authorities the discretion not to prosecute minors and first-time offenders; (v) applying alternative forms of punishment; and (vi) providing various treatment opportunities.

A growing number of countries do not prosecute individual cannabis users, with many countries having made publicly-reported statements suggesting a move toward legalization of cannabis for medical purposes or the decriminalization of cannabis in some capacity. Other countries have made more tangible steps towards the development of medical cannabis markets.

Australia

In February 2016, Australia legalized medical cannabis at the federal level to permit the manufacture of medicinal cannabis products in Australia. In October 2016, the Australian regulatory authority released a detailed application process to license domestic cultivators and producers of medicinal cannabis products. In the interim, until local licenses have been awarded and have reached production capacity, Australia is allowing medical cannabis to be imported from locally authorized producers.

Brazil

In March 2016, the Brazilian regulatory authorities enacted a resolution which allows for the prescription and import of products containing CBD and THC by individuals for their personal healthcare use pursuant to a physician's authorization.

Germany

In January 2017, the German parliament legalized cannabis for medical consumption. In Germany, the cost of dried cannabis and cannabis extracts will be covered by health insurance for patients who have no other treatment options. Germany has created a "Cannabis Agency" to regulate the formation of a domestic cultivation and production of medical cannabis supply chain.

Uruguay

On December 20, 2013, Uruguay established a nationalized market for the cultivation, sale and use of cannabis and its derivatives. In May 2014, the regulatory provisions for the application of the law were adopted. Uruguay became the first state party to the 1961 *Single Convention on Narcotic Drugs* to legalize the production, distribution, sale and consumption of cannabis and its derivatives for purposes other than medical and scientific uses

Under the new law, the cannabis market is regulated by an agency of the government, known as the Institute for the Regulation and Control of Cannabis. There are three legal means of acquiring non-medicinal marijuana: (i) individuals may grow as many as six plants at home; (ii) individuals may purchase cannabis from a registered "cannabis club" which can grow up to 99 plants; and (iii) individuals may buy as much as 40 grams of cannabis per month at state-licensed pharmacies. Those who purchase or grow cannabis are registered and fingerprinted to prevent anyone from buying more than 480 grams per year.

QUALIFYING TRANSACTION

General

We are not presently engaged in, and we will not engage in, any operations for an indefinite period of time following this Offering. Our efforts to identify a target business will not be limited to a particular geographic region, and we may pursue an acquisition opportunity in any business industry or sector. We intend to seek to effect our qualifying transaction using the cash proceeds from (i) the Escrow Account after redemptions, taxes and permitted expenses; (ii) the portion of the sales of the Class B Units and Founders' Warrants not held in the Escrow Account (in the estimated amount of $1,099,000), and (iii) the $25,000 of initial proceeds to be raised prior to the Closing, or our shares, or debt, or a combination of these as the consideration to be paid in our qualifying transaction. Accordingly, investors in this Offering are investing without first having an opportunity to evaluate the specific merits or risks of any one or more qualifying transactions. A qualifying transaction may involve the acquisition of, or merger with, a company which does not need substantial additional capital but which desires to establish a public trading market for its shares, while avoiding what it may deem to be adverse consequences of undertaking a public offering itself. These include time delays, significant expense, loss of voting control and compliance with various applicable securities laws. While we may seek to effect simultaneous qualifying transactions with more than one target business, we will probably have the ability, as a result of our limited cash resources, to effect only a single qualifying transaction.

We have not identified any qualifying transaction target and we have not, nor has anyone on our behalf, initiated any substantive discussions, directly or indirectly, with any prospective qualifying transaction target or entered into a written or oral binding acquisition agreement with respect to a potential qualifying transaction. As a result, we cannot assure investors that we will be able to locate one or more target businesses or that we will be able to engage in a qualifying transaction with one or more target businesses on favourable terms or at all.

Within the marijuana industry or related industries, we will have virtually unrestricted flexibility in identifying and selecting a prospective acquisition target. Accordingly, there is no basis for investors in this Offering to evaluate the possible merits or risks of the target business with which we may ultimately complete a qualifying transaction.

Sources of Target Businesses

We anticipate that target business candidates will be brought to our attention from various unaffiliated sources, including investment bankers, venture capital funds, legal and accounting firms, private equity groups, leveraged buyout funds, management buyout funds and other members of the financial community. Target businesses may be brought to our attention by such unaffiliated sources as a result of being solicited by us through calls or mailings. These sources also may introduce us to target businesses in which they think we may be interested on an unsolicited basis, since many of these sources will have read this prospectus and know what types of businesses we are targeting. The Underwriter, our Sponsor and our officers and directors, as well as their affiliates and associates, also may bring to our attention target business candidates that they become aware of through their business contacts as a result of formal or informal inquiries or discussions they may have, as well as attending trade shows or conventions. In addition, we expect to receive a number of deal flow opportunities that would not otherwise necessarily be available to us as a result of the business relationships of our officers and directors. While we do not presently anticipate engaging the services of professional firms or other individuals that specialize in business acquisitions on any formal basis, we may engage these firms or other individuals in the future, in which event we may pay a finder's fee, consulting fee or other compensation to be determined in an arm's length negotiation based on the terms of the transaction. We will engage a finder only to the extent our management determines that the use of a finder may bring opportunities to us that may not otherwise be available to us or if finders approach us on an unsolicited basis with a potential transaction that our management determines is in our interest to pursue. Payment of finder's fees is customarily tied to completion of a transaction.

Permitted Timeline Extension

We have 18 months from the Closing to consummate a qualifying transaction, as it may be extended, and provided that, with 10 days' advance notice by way of a news release, the Corporation may shorten the Permitted Timeline with the approval of its board of directors.

If our management believes that we need an extension of the Permitted Timeline in order to successfully execute a qualifying transaction, the Corporation will hold a meeting of holders of Class A Restricted Voting Shares and seek approval by ordinary resolution of only the holders of the Class A Restricted Voting Shares. Such extension would also need to be approved by the Corporation's board of directors, and consent obtained from the Exchange, if required. Assuming a meeting of holders of Class A Restricted Voting Shares is called and the requisite Class A Restricted Voting Shares approval is obtained, holders of Class A Restricted Voting Shares would be permitted to redeem all or a portion of their Class A Restricted Voting Shares, provided that they deposit their shares for redemption prior to 5:00 p.m. (Toronto time) on the fifth Business Day before the Shareholders' Meeting in respect of the extension, with effect, and subject to applicable law, immediately prior to the date that an extension to the Permitted Timeline takes effect. See "Description of Securities - Class A Restricted Voting Shares" for a description of the amount redeeming holders of Class A Restricted Voting Shares would be entitled to receive. Exchange approval may also be required. Holders of Class A Restricted Voting Shares will be given not less than 21 days' notice of the meeting (if required by the Exchange's rules at the time of the qualifying transaction) (and not less than 25 days' notice of the corresponding redemption deposit deadline if no such Shareholders Meeting is then required to be held by the Exchange's rules). Participants through CDS may have earlier deadlines for accepting deposits of Class A Restricted Voting Shares pursuant to the redemption right. If a CDS participant's deadline is not met by a holder of Class A Restricted Voting Shares, such holder's Class A Restricted Voting Shares may not be eligible for redemption.

Minimum Fair Market Value of Qualifying Transaction

Absent exemptive relief from the Exchange, the fair market value of our qualifying transaction (or the aggregate fair market value of our combined qualifying transactions, if there is more than one, all of which must be completed concurrently) must not be less than 80% of the assets held in the Escrow Account (excluding the deferred underwriting commissions and applicable taxes payable on interest and other amounts earned in the Escrow Account). Immediately following this Offering, this amount would be equal to $96,500,000 (or $110,975,000 if the Over-Allotment Option is exercised in full). The fair market value of the target business will be determined by our board of directors based upon one or more valuation methods generally accepted by the financial community (including, without limitation, actual and potential sales, earnings, cash flow and book value). Where the qualifying transaction is comprised of more than one acquisition, and multiple acquisitions are required to satisfy the aggregate fair market value of a qualifying transaction, these acquisitions are expected to close concurrently and would be subject to the same vote at the Shareholders Meeting (if required by the Exchange's rules at the time of the qualifying transaction).

Cash deficiencies, including as a result of redemptions, may result in the inability of the Corporation to complete a qualifying transaction despite shareholder approval thereof. In the event that the amount required to be paid to holders of Class A Restricted Voting Shares to be redeemed in connection with a vote on the qualifying transaction would exceed the additional financing obtained by the Corporation to offset the redemption amount (especially where the proposed qualifying transaction contains a minimum cash balance condition as a condition to closing), the Corporation may consider offering additional shares to the vendor of the target company, such that the cash that would otherwise be payable to the vendor that is needed to redeem the shares is replaced with additional shares issued to the vendor. In addition, holders of Class A Restricted Voting Shares that would otherwise intend to redeem their shares may (including for tax reasons) prefer to sell their shares in the market, and the Corporation may also pursue debt financing, as further described in this prospectus, all of which may reduce the likelihood of any cash deficiencies at the time of the qualifying transaction.

Lack of Business Diversification

For an indefinite period of time after the completion of our qualifying transaction, the prospects for our success may depend entirely on the future performance of a single business. Unlike other entities that have the resources to complete acquisitions with multiple entities in one or several industries, we may not have the resources to diversify our operations and mitigate the risks of being in a single line of business. By completing our qualifying transaction with only a single entity, our lack of diversification may subject us to negative economic, competitive and regulatory developments, any or all of which may have a substantial adverse impact on the particular industry in which we operate after our initial qualifying transaction, and cause us to depend on the marketing and sale of a single product or limited number of products or services.

Limited Ability to Evaluate the Target's Management Team

Although we intend to closely scrutinize the management of a prospective target business when evaluating the desirability of effecting our qualifying transaction with that business, our assessment of the target's management may not prove to be correct. The future role of members of our management team, if any, in the target business cannot presently be stated with any certainty. Consequently, members of our management team may not become a part of the target's management team, and the future management may not have the necessary skills, qualifications or abilities to manage a public company. Further, it is also not certain whether one or more of our directors will remain associated in some capacity with us following our qualifying transaction. Moreover, members of our management team may not have significant experience or knowledge relating to the operations of the particular target business. Our personnel may not remain in senior management or advisory positions with the combined company. The determination as to whether any of our key personnel will remain with the combined company will be made at the time of our qualifying transaction.

Following our qualifying transaction, we may seek to recruit additional managers to supplement the incumbent management of the target business. We may not have the ability to recruit additional managers, or such additional managers may not have the requisite skills, knowledge or experience necessary to enhance the incumbent management.

Shareholders Meeting to Approve Qualifying Transaction and Potentially Different Economic Interests

In connection with any proposed qualifying transaction, we will seek shareholder approval at the Shareholders Meeting called for such purpose, if required by the Exchange's rules at the time of the qualifying transaction. Our management and board of directors do not intend to put forward a target business candidate or prospective qualifying transaction for shareholder approval unless our Sponsor has agreed in advance to support or to vote all of its shares then held, being its respective Founders' Shares, Class B Shares (forming part of the Class B Units) and any Class A Restricted Voting Shares purchased during or after this Offering, in favour of, the qualifying transaction. Our qualifying transaction (i) must be approved by a majority of our directors unrelated to the qualifying transaction, and (ii) is expected to be required to be approved (subject to Exchange relief or rule changes, if applicable) by a majority of the votes cast by all shareholders (including holders of Class A Restricted Voting Shares and holders of Class B Shares, voting together as if they were a single class of shares). Holders of Warrants and Rights are excluded from voting as shareholders in respect of the proposed qualifying transaction.

At or prior to the Closing, the Founders will have purchased the Founders' Shares, being 3,662,109 Class B Shares, which includes up to a maximum of 474,609 Over-Allotment Forfeitable Founders' Shares subject to forfeiture without compensation depending on the extent to which the Over-Allotment Option is exercised. These Founders' Shares will be purchased for an aggregate price of $25,000, or approximately $0.0068 per Founders' Share (or $0.0078 per Founders' Share if the Over-Allotment Option is not exercised), and the number of Founders' Shares were determined based on the expectation that the Founders' Shares would represent 20% of the issued and outstanding shares immediately following completion of this Offering (including all Class A Restricted Voting Shares and Class B Shares, but assuming no exercise of Warrants or conversion of the Rights). In addition, our Sponsor intends to purchase an aggregate of: (i) 2,500,000 Founders' Warrants at a price of $1.00 per Founders' Warrant (for aggregate proceeds of $2,500,000, assuming no exercise of the Over-Allotment Option), and (ii) 250,000 Class B Units at a price of $10.00 per Class B Unit (for aggregate proceeds of $2,500,000, assuming no Over-Allotment Option is exercised), in each case, that will occur simultaneously with the Closing.

Our Founders will have economic interests in the qualifying transaction that may differ as compared to those of holders of Class A Restricted Voting Shares, given that, among other things, at or prior to the Closing, each of our Founders (including our Sponsor) will agree to certain transfer and/or forfeiture restrictions in respect of its Founders' Shares, its Founders' Warrants and its Class B Units (or any of its Class B Shares, Warrants or Rights underlying its Class B Units), as applicable, as further described under "Description of Securities – Class B Shares". Given that our Founders have at least an aggregate 21.57% voting interest (assuming no exercise of the Over-Allotment Option) and an aggregate 21.49% voting interest (assuming exercise of the Over-Allotment Option in full), they have the potential ability to influence the voting for the qualifying transaction. However, if the qualifying transaction involves a related party, the transaction may be subject to the minority shareholder protections of MI 61-101, which would, in certain circumstances, require approval by minority shareholders and/or an independent valuation.

Our officers, directors, Sponsor or their affiliates may purchase Class A Restricted Voting Units pursuant to, or following, this Offering. Any Class A Restricted Voting Shares acquired by such persons or entities, however, for investment or other purposes, may be entitled to be voted in any Shareholders Meeting that is held.

Information regarding the qualifying transaction, the resulting business post-qualifying transaction and the Shareholders Meeting (if required by the Exchange's rules at the time of the qualifying transaction) will be made available to shareholders in an information circular prepared by our management. Such information circular will contain prospectus level disclosure of the resulting issuer assuming completion of the qualifying transaction and will be subject to the review of the Exchange. In connection with a qualifying transaction, the Corporation will also be required to prepare and file with applicable securities regulatory authorities a prospectus containing disclosure regarding the Corporation and its proposed qualifying transaction, and the final prospectus must be receipted by the applicable securities regulatory authorities prior to the mailing of such information circular. Such a prospectus could be either a non-offering prospectus or provide for the issuance of securities required in connection with the completion of the qualifying transaction. Any such financing would not affect amounts held in the Escrow Account or amounts to be distributed to holders of the Class A Restricted Voting Shares therefrom. In the event that the Corporation proposes to acquire a target business that operates or has significant businesses in another jurisdiction, including in an emerging market, additional securities regulatory requirements may apply, and any such transaction

may warrant additional review and scrutiny of the applicable securities regulatory authorities. In connection with the qualifying transaction, we expect that the information circular would be provided to the Exchange at or about the same time as the filing of the preliminary prospectus referred to above with the applicable securities regulatory authorities.

Initial Listing Requirements

Unless exempted by the Exchange, the reporting issuer resulting from our qualifying transaction must satisfy the initial listing requirements of the designated stock exchange, as prescribed under the applicable policies of the Exchange or such designated stock exchange.

Exchange Escrow Policy

Upon completion of the qualifying transaction, the resulting issuer may be subject to the Exchange's escrow policy, and that the securities held by the founders of such resulting issuer, which may include the Founders' Shares or securities issued to the Founders in connection with the completion of the qualifying transaction, would be released from an escrow account that would restrict their disposition as follows:

On the closing date of the qualifying transaction	1/4 of the founding securities
6 months after the closing date of the qualifying transaction	1/3 of the remaining founding securities
12 months after the closing date of the qualifying transaction	1/2 of the remaining founding securities
18 months after the closing date of the qualifying transaction	the remaining founding securities

Redemption Rights on Qualifying Transaction

In conjunction with the closing of a qualifying transaction, we will provide holders of our Class A Restricted Voting Shares, whether they vote for or against, or do not vote on, the qualifying transaction, with the opportunity to redeem all or a portion of their Class A Restricted Voting Shares, provided that they deposit their shares for redemption prior to 5:00 p.m. (Toronto time) on the fifth Business Day before the Shareholders Meeting (if required by the Exchange's rules at the time of the qualifying transaction, or if no such Shareholders Meeting is required by the Exchange's rules at such time, then prior to a deadline specified by the Corporation, following public disclosure of the details of the qualifying transaction and prior to the closing of the qualifying transaction, of which prior notice had been provided to holders of the Class A Restricted Voting Shares by any means permitted by the Exchange, not less than 25 days nor more than 60 days in advance of such deadline).

Immediately prior to the closing of our qualifying transaction, and subject to applicable law, we will be required to redeem such Class A Restricted Voting Shares for an amount per share, payable in cash, equal to the pro-rata portion (per Class A Restricted Voting Share) of: (A) the escrowed funds available in the Escrow Account at the time of the Shareholders Meeting (or, if no such Shareholders Meeting is then required by the Exchange's rules, at the time immediately prior to the redemption deposit deadline), including interest and other amounts earned thereon; less (B) an amount equal to the total of (i) applicable taxes payable by the Corporation on such interest and other amounts earned in the Escrow Account and (ii) actual and expected expenses directly related to the redemption, each as reasonably determined by the Corporation, subject to the limitations described in this prospectus. For greater certainty, such amount will not be reduced by the amount of any tax of the Corporation under Part VI.1 of the Tax Act or the deferred underwriting commissions per Class A Restricted Voting Share held in escrow. Holders of Class A Restricted Voting Shares will be given not less than 21 days' notice of the Shareholders Meeting (if required by the Exchange's rules at the time of the qualifying transaction) (and not less than 25 days' notice of the corresponding redemption deposit deadline if no such Shareholders Meeting is then required to be held by the

Exchange's rules). Participants through CDS may have earlier deadlines for accepting deposits of Class A Restricted Voting Shares pursuant to the redemption right. If a CDS participant's deadline is not met by a holder of Class A Restricted Voting Shares, such holder's Class A Restricted Voting Shares may not be eligible for redemption.

The amount in the Escrow Account will initially be $10.00 per Class A Restricted Voting Unit. Based on the initial $125,000,000 placed in escrow (and assuming no exercise of the Over-Allotment Option), an interest rate of 0.90% per annum, if the Escrow Account remains in place over the next 18 months (and no qualifying transaction has been completed), the cash held in escrow would be expected to grow from the initial $10.00 per Class A Restricted Voting Unit sold to the public to approximately $10.13 per Class A Restricted Voting Share, before applicable taxes and other permitted deductions. For greater certainty, following the closing of our qualifying transaction, we will use the balance of the non-redeemed shares' portion of the Escrow Account (less tax liabilities on amounts earned on the escrowed funds and certain expenses directly related to redemptions) to pay the Underwriter 50.0% of the deferred underwriting commissions (subject to availability, failing which any shortfall may be made up from other sources at our discretion). However, the Corporation shall be entitled, in its sole discretion, to use the Discretionary Deferred Portion as it sees fit, including for payment to other agents or advisors who have assisted with or participated in the sourcing, diligencing and completion of our qualifying transaction. For greater certainty, the Underwriter will not be excluded from consideration of any portion of the Discretionary Deferred Portion and the payment of the Discretionary Deferred Portion will be mandatory, with the only discretion of the Corporation being the party or parties to whom the Discretionary Deferred Portion is paid. The per share amount we will distribute to holders of Class A Restricted Voting Shares who properly redeem their shares will not be reduced by any deferred underwriting commissions we pay to the Underwriter or otherwise use, in whole or in part, at our discretion.

Following any redemption, each of the remaining Class A Restricted Voting Shares would then be automatically converted immediately following closing of the qualifying transaction into one Class B Share, and the residual Escrow Account balance would be available to the Corporation to pay tax liabilities on amounts earned on the escrowed funds, to pay the Underwriter 50.0% of the deferred underwriting commissions, and to otherwise use at its sole discretion, subject to the terms of the Underwriting Agreement, in whole or in part, in accordance with the Escrow Agreement.

Notwithstanding the foregoing redemption rights, each holder of Class A Restricted Voting Shares, together with any affiliate of such holder or any other person with whom such holder or affiliate is acting jointly or in concert, will not be permitted to redeem more than an aggregate of 15% of the number of Class A Restricted Voting Shares issued and outstanding following the Closing. This limitation will not apply in the event a qualifying transaction does not occur within the Permitted Timeline, or in the event of an extension to the Permitted Timeline. Such shareholders would still be entitled to vote all Class A Restricted Voting Shares owned by them in respect a proposed qualifying transaction. By its election to redeem, each registered holder (other than CDS) and each beneficial holder of Class A Restricted Voting Shares shall be required to represent or shall be deemed to have represented to the Corporation that, together with any affiliate of such holder and any other person with whom such holder or affiliate is acting jointly or in concert, it is not redeeming Class A Restricted Voting Shares with respect to more than an aggregate of 15% of the number of Class A Restricted Voting Shares issued and outstanding following the Closing.

We believe that this restriction will discourage shareholders from accumulating large blocks of shares and subsequently attempting to use their ability to exercise their redemption rights against a proposed qualifying transaction as a means to force us or our management to engage in inappropriate transactions. Absent this provision, a holder of Class A Restricted Voting Shares holding more than an aggregate of 15% of the number of Class A Restricted Voting Shares issued and outstanding following this Offering could threaten to exercise its redemption rights if such holder is not otherwise satisfied with the qualifying transaction. By limiting our shareholders' ability to redeem more than 15% of the number of Class A Restricted Voting Shares issued and outstanding following this Offering, we believe we will limit the ability of a small group of shareholders to unreasonably attempt to block our ability to complete a qualifying transaction that is favoured by our other shareholders, and particularly in connection with a qualifying transaction with a target that requires as a closing condition that we have a minimum net worth or a certain amount of cash available at the time of closing. However, we would not be restricting our shareholders' ability to vote all of their shares for or against our qualifying transaction.

Our articles (which, among other things, provide for the various redemption rights of holders of Class A Restricted Voting Shares) may only be amended by a special resolution, which would require 66 2/3% of votes cast to be voted in favour of the proposed amendment. The Corporation and the Founders have each agreed with the Underwriter that they will not propose any amendments to the articles prior to the closing of a qualifying transaction which would materially adversely affect the redemption rights of the holders of Class A Restricted Voting Shares unless the Escrow Agreement has been amended to provide holders of Class A Restricted Voting Shares with redemption rights, should such amendment of the articles proceed, that are substantially equivalent to the redemption rights that would apply to redemption on the extension of the Permitted Timeline. In addition, consent of the Exchange to any such amendments would be required, which the Corporation does not believe would be likely to be obtained. The consent of the Underwriter and the Escrow Agent would also be required. Accordingly, any such amendments are considered extremely unlikely.

Automatic Redemption if No Qualifying Transaction

If we are unable to consummate a qualifying transaction within the Permitted Timeline, we will be required to redeem, as promptly as reasonably possible, on an automatic redemption date specified by the Corporation (such date to be within 10 days following the last day of the Permitted Timeline), each of the outstanding Class A Restricted Voting Shares. See "Description of Securities - Class A Restricted Voting Shares" for a description of the amount redeeming holders of Class A Restricted Voting Shares would be entitled to receive. Such redemption will completely extinguish the rights of holders of Class A Restricted Voting Shares as shareholders (including the right to receive further liquidation distributions, if any), subject to applicable law. At such time, the Warrants (including the Founders' Warrants) and the Rights will expire; holders of Warrants and Rights will receive nothing upon a liquidation with respect to such Warrants and Rights, and the Warrants and Rights will be worthless.

Our Founders will not be entitled to redeem the Founders' Shares, Class B Units (including their underlying securities) or Founders' Warrants, as applicable, in connection with a qualifying transaction or an extension to the Permitted Timeline or entitled to access the Escrow Account upon our Winding-Up. Our Founders (including our Sponsor) will, however, participate in any liquidation distribution with respect to any Class A Restricted Voting Shares they may acquire in connection with or following this Offering through possible purchases on the secondary market.

The Underwriter will have no right to the deferred underwriting commissions held in the Escrow Account in connection with our Winding-Up.

Contractual Rights of Action

The Corporation expects that a contractual right of action for rescission or damages against the Corporation (or its successor) and a contractual right for damages against the directors of the Corporation at the time of the deposit redemption deadline and against every person or company, including the Sponsor, who signs the prospectus that is required to be prepared by the Corporation at the time of its proposed qualifying transaction (the "**QT Prospectus**") will be required to be granted to original purchasers of Class A Restricted Voting Shares, Warrants and Rights from the Underwriter in connection with this Offering in the event that there is a misrepresentation in the QT Prospectus. The contractual rights of action against such persons or companies are expected to be consistent with the rights (and defences) under section 130 of the *Securities Act* (Ontario). In addition, the Corporation will indemnify the other parties granting such rights.

USE OF PROCEEDS

We estimate that the net proceeds of the sale of the Class A Restricted Voting Units to the public, as well as the net proceeds of the sale of the Class B Units and Founders' Warrants to our Sponsor (or its affiliates), $125,000,000 of which (assuming no exercise of the Over-Allotment Option) will be deposited into the Escrow Account, will be used as set forth in the following table.

This prospectus assumes (i) an offering size of $125,000,000 worth of Class A Restricted Voting Units ($143,750,000 in the event the Over-Allotment Option is fully exercised), (ii) the subscription by our Sponsor for

$2,500,000 worth of Class B Units ($2,734,375 in the event the Over-Allotment Option is fully exercised) and $2,500,000 worth of Founders' Warrants ($2,734,375 in the event the Over-Allotment Option is fully exercised), and (iii) the issuance of 3,187,500 Founders' Shares to our Founders (assuming no exercise of the Over-Allotment Option and thus the forfeiture of the maximum of 474,609 Over-Allotment Forfeitable Founders' Shares subject to forfeiture; however, the 3,187,500 Founders' Shares would increase up to a maximum of 3,662,109 to the extent the Over-Allotment Option is fully exercised). Should those numbers change, proportionate or other changes, as applicable, will be made to reflect such changes to the Offering including size of the over-allotment, subscriptions by our Sponsor for Class B Units and Founders' Warrants, and purchase by our Founders of the Founders' Shares, including the Over-Allotment Forfeitable Founders' Shares. Our Sponsor has also advised that if the Over-Allotment Option is exercised by the Underwriter, the Sponsor intends to purchase from us additional Class B Units (up to an aggregate maximum of 23,438 additional Class B Units) at a price of $10.00 per Class B Unit, and additional Founders' Warrants (up to an aggregate maximum of 234,375 additional Founders' Warrants) at a price of $1.00 per Founders' Warrant, in an aggregate amount such that the gross proceeds from the sale of such Class B Units and the Founders' Warrants is equal to the total upfront underwriting commissions payable on the additional Class A Restricted Voting Units purchased by the Underwriter pursuant to its exercise of the Over-Allotment Option. This prospectus also qualifies the Class B Units being offered only to our Sponsor at an offering price of $10.00 per Class B Unit, including the Class B Shares, Warrants and Rights underlying the Class B Units, as well as the Founders' Warrants being offered only to our Sponsor at an offering price of $1.00 per Founders' Warrant.

	Without Over-Allotment Option	**With Over-Allotment Option**
Gross Proceeds		
Gross Proceeds from Class A Restricted Voting Units offered to public	$ 125,000,000	$ 143,750,000
Gross proceeds from Class B Units and Founders' Warrants offered to our Sponsor	$ 5,000,000	$ 5,468,750
Total gross proceeds	$ 130,000,000	$ 149,218,750
Offering Expenses[(1)]		
Offering Expenses	$ 776,000	$ 776,000
Underwriting commissions (2.5% upfront)[(2)]	$ 3,125,000	$ 3,593,750
Total Offering Expenses (other than deferred underwriting commissions)	$ 3,901,000	$ 4,369,750
Net Proceeds after Offering Expenses	126,099,000	144,849,000
Held in Escrow Account	$ 125,000,000	$ 143,750,000
% of proceeds of this Offering	100.0%	100.0%
$ per Class A Restricted Voting Unit	$10.00	$10.00
Not held in Escrow (Working Capital)	**$** 1,099,000	**$** 1,099,000

The following table shows the expected use of the approximately $1,099,000 of net proceeds not held in the Escrow Account (which, for greater certainty, does not include the $25,000 of initial proceeds from the Founders' Shares to be issued to the Founders).

Anticipated Use of Net Proceeds not Held in Escrow[(3)]	**Percentage (Approximate)**

Legal, accounting, due diligence, travel, and other expenses in connection with sourcing qualifying transaction	$	707,756	64.4	%
Legal and accounting fees related to public vehicle		39,564	3.6	%
Ongoing listing fees and regulatory fees		43,960	4.0	%
Payment for administrative and support services		293,433	26.7	%
Other miscellaneous expenses		14,287	1.3	%
Total	**$**	1,099,000	**100**	**%**

(1) In the event that offering expenses are less than set forth in this table, any such amounts will be used for post-Closing general ongoing expenses.

(2) An underwriting commission equal to up to $7,500,000 or 6.0% of the gross proceeds of the Class A Restricted Voting Units sold under this Offering will be payable to the Underwriter. $0.350 per Class A Restricted Voting Unit or $4,375,000 in the aggregate (or $4,375,000 if the Over-Allotment Option is exercised in full), representing approximately 58.33% of the Underwriter's commission, will be deposited with the Escrow Agent in the Escrow Account at a Canadian chartered bank or subsidiary thereof, in accordance with the Escrow Agreement, and 50.0% of which will be payable and released to the Underwriter only upon completion of our qualifying transaction. Upon completion of the qualifying transaction, the Corporation shall be entitled, in its sole discretion, subject to the terms of the Underwriting Agreement, to use the Discretionary Deferred Portion as it sees fit, including for payment to other agents or advisors who have assisted with or participated in the sourcing, diligencing and completion of the qualifying transaction.

(3) These expenses are estimates only. Our actual expenditures for some or all of these items may differ from the estimates set forth herein. For example, we may incur greater legal and accounting expenses than our current estimates in connection with negotiating and structuring our qualifying transaction based upon the level of complexity of such transaction. In the event we identify an acquisition target in a specific industry subject to specific regulations, we may incur additional expenses associated with legal due diligence and the engagement of special legal counsel. In addition, our staffing needs may vary and as a result, we may engage a number of consultants to assist with legal and financial due diligence. In the event that our assumptions prove to be inaccurate, we may re-allocate some of such proceeds within the above described categories. To the extent that we require additional funding for general ongoing expenses or in connection with our qualifying transaction, subject to Exchange consent, we may obtain unsecured loans from our Sponsor and/or its affiliates, as further described in this prospectus under "Use of Proceeds – Additional Funding", or we may conduct a rights offering in respect of shares, in accordance with the requirements of applicable securities legislation and subject to the consent of the Underwriter, if applicable, and also subject to placing the required funds raised in the Escrow Account in accordance with applicable Exchange rules. The Corporation would not undertake a rights offering unless the amount per share deposited into the Escrow Account in connection therewith was at least equal to the per share amount of the escrow funds then on deposit in the Escrow Account, including any interest and other amounts earned thereon (net of any applicable taxes payable by the Corporation on such interest and other amounts earned in the Escrow Account).

While Exchange rules require that no less than 90% of the gross proceeds raised in this Offering, including at least 50% of the Underwriter's commission, be placed in the Escrow Account, the Corporation intends to deposit proceeds into the Escrow Account to ensure that the post-Offering Escrow Account equals 100% of the gross proceeds raised in this Offering. Upon the Closing, the Initial Escrow Amount will be held by Odyssey Trust Company, as Escrow Agent, in the Escrow Account at a Canadian chartered bank or subsidiary thereof, in accordance with the Escrow Agreement. The Initial Escrow Amount includes $4,375,000 (or $5,031,250 if the Over-Allotment Option is exercised in full) in deferred underwriting commissions, 50.0% of which will be payable and released to the Underwriter upon completion of our qualifying transaction and the Discretionary Deferred Portion will be payable and released only at the Corporation's sole discretion, subject to the terms of the Underwriting Agreement, in whole or in part, and only upon completion of our qualifying transaction.

The Initial Escrow Amount and any other amounts deposited in the Escrow Account will be required to be invested in Canadian dollar denominated cash or book-based securities, negotiable instruments, investments or securities which evidence: (i) obligations issued or fully guaranteed by the Government of Canada or any Province of Canada; (ii) demand deposits, term deposits or certificates of deposit of a bank approved by the Exchange; (iii) commercial paper directly issued by a bank approved by the Exchange; or (iv) notes or bankers' acceptances issued or accepted by a bank approved by the Exchange, as determined by the Corporation from time to time.

Based on the Initial Escrow Amount of $10.00 per Class A Restricted Voting Unit sold to the public, and assuming 0.90% per annum Canadian Government short-term interest rates, the Corporation expects the Escrow Account to generate approximately $1.6875 million of interest over the next 18 months following the Closing (assuming no exercise of the Over-Allotment Option). Based on the same assumptions, the Corporation also expects that the cash held in escrow will grow from the initial $10.00 per Class A Restricted Voting Unit sold to the public to approximately $10.13 per Class A Restricted Voting Share, before applicable taxes and other permitted deductions.

For greater certainty, following the closing of our qualifying transaction, we will use the balance of the non-redeemed shares' portion of the Escrow Account (less tax liabilities on amounts earned on the escrowed funds and certain expenses directly related to redemptions) to pay the Underwriter 50.0% of the deferred underwriting commissions (subject to availability, failing which any shortfall may be made up from other sources at our discretion). However, the Corporation shall be entitled, in its sole discretion, to use the Discretionary Deferred Portion as it sees fit, including for payment to other agents or advisors who have assisted with or participated in the sourcing, diligencing and completion of our qualifying transaction. For greater certainty, the Underwriter will not be excluded from consideration of any portion of the Discretionary Deferred Portion and the payment of the Discretionary Deferred Portion will be mandatory, with the only discretion of the Corporation being the party or parties to whom the Discretionary Deferred Portion is paid. The per share amount we will distribute to holders of Class A Restricted Voting Shares who properly redeem their shares will not be reduced by any deferred underwriting commissions we may pay to the Underwriter or otherwise use, in whole or in part, at our discretion.

The escrowed funds will be held following the Closing to enable the Corporation to (i) satisfy redemptions made by holders of Class A Restricted Voting Shares (including in the event of a qualifying transaction or an extension to the Permitted Timeline, or in the event a qualifying transaction does not occur within the Permitted Timeline), (ii) fund the qualifying transaction with the net proceeds following payment of any such redemptions and deferred underwriting commissions that are payable, and/or (iii) pay taxes on amounts earned on the escrowed funds and certain permitted expenses. Such escrowed funds and all amounts earned thereon, subject to such obligations and applicable law, will be assets of the Corporation. These escrowed funds may also be used to pay the deferred underwriting commissions in the amount of $4,375,000 (or $5,031,250 if the Over-Allotment Option is exercised in full), 50.0% of which will be payable by the Corporation to the Underwriter upon the closing of our qualifying transaction (subject to availability, failing which any shortfall may be made up from other sources at our discretion).

Subject to applicable law, none of the funds held in the Escrow Account will be released from the Escrow Account until the earliest of: (i) the closing of our qualifying transaction within the Permitted Timeline; (ii) a redemption (on the closing of a qualifying transaction or on an extension of the Permitted Timeline, each as provided herein) of, or an automatic redemption of, Class A Restricted Voting Shares; (iii) a Winding-Up; and (iv) the requirement of the Corporation to pay taxes on the interest or certain other amounts earned on the escrowed funds (including, if applicable, as described herein, under Part VI.1 of the Tax Act arising in connection with the redemption of the Class A Restricted Voting Shares), and for payment of certain expenses. For greater certainty, the aggregate $25,000 of initial proceeds from the Founders' Shares to be issued to the Founders at or prior to the Closing, and any other net proceeds of the sale of Class B Units and Founders' Warrants to our Sponsor, will not be held in escrow and may be used to fund our general ongoing expenses.

The net proceeds held in the Escrow Account may be used as consideration to fund expenses in connection with the qualifying transaction and to pay the sellers of a target business with which we ultimately complete our qualifying transaction. Although we believe that the net proceeds of this Offering will be sufficient to allow us to consummate our qualifying transaction, since we have not yet identified any prospective target business, we cannot ascertain the capital requirements, if any, for any particular transaction or the sources of such potential financing. Such financing may not be available on acceptable terms, if at all. To the extent additional financing proves to be unavailable or insufficient when needed to consummate our qualifying transaction, we would be compelled to either seek additional financing, restructure the transaction or abandon that particular qualifying transaction and seek an alternative target business candidate. To the extent that our share capital is used in whole or in part as consideration to effect our qualifying transaction, the proceeds held in the Escrow Account which are not used to consummate our qualifying transaction will be disbursed to the Corporation and will, along with any other amounts not expended, be used to fund general ongoing expenses. Such funds could be used in a variety of ways, including continuing or expanding the post-qualifying transaction entity's operations, for strategic acquisitions by such new entity, for payment of dividends, and for marketing, research and development of existing or new products, or for other purposes.

The remaining net proceeds of the sale of the Class B Units and Founders' Warrants not held in escrow are expected to be used to pay the expenses of this Offering, and be used towards general ongoing expenses and funding the identification and completion of a qualifying transaction.

We believe that amounts not held in escrow will be sufficient to pay the costs and expenses to which such proceeds are allocated. This belief is based on the fact that, while we may begin preliminary due diligence of a target business in connection with an indication of interest, we intend to undertake in-depth due diligence, depending on our then resources and the circumstances of the relevant prospective acquisition, only after we have negotiated and signed a letter of intent or other preliminary agreement that addresses the terms of our qualifying transaction. However, if our estimate of the costs of undertaking in-depth due diligence and negotiating our initial qualifying transaction is less than the actual amount necessary to do so, we may be required to raise additional capital, and, if so, we could seek such additional capital through unsecured loans from our Sponsor and/or its affiliates, or we may also obtain such funding through a rights offering in respect of shares available to our shareholders, as described in greater detail under "Use of Proceeds – Additional Funding". Such persons, however, are not under any obligation to advance funds to the Corporation.

If we were to expend all of the net proceeds of this Offering, other than the proceeds deposited in the Escrow Account, and without taking into account interest, if any, earned on the Escrow Account, permitted expenses or taxes, the per share redemption amount received by holders of our Class A Restricted Voting Shares upon a redemption would be approximately $10.00. The proceeds deposited in the Escrow Account could, however, become subject to the claims of our creditors which would have higher priority than the claims of holders of our Class A Restricted Voting Shares. We cannot assure investors that the actual per share redemption amount received by holders of Class A Restricted Voting Shares will not be substantially less than $10.00. See "Description of Securities – Make Whole Covenants".

We will have entered into an administrative services agreement at the Closing pursuant to which we will pay our Sponsor a total of $10,000 (plus applicable taxes) per month, for an initial term of 18 months, subject to possible extension, for administrative support and related services. Upon completion of our qualifying transaction, we will cease paying these monthly fees.

A holder of Class A Restricted Voting Shares will be entitled to be paid by us from funds we receive from the Escrow Account only upon the earliest to occur of: (i) the closing of our qualifying transaction, whether such holder of Class A Restricted Voting Shares voted for or against, or did not vote on, the qualifying transaction at the Shareholders Meeting called to approved such acquisition (if required by the Exchange's rules at the time of the qualifying transaction), and only in connection with those shares that such shareholder properly elected to redeem, subject to the limitations described herein; (ii) a redemption upon an extension of the Permitted Timeline; (iii) a Winding-Up; or (iv) if we are unable to consummate a qualifying transaction within the Permitted Timeline, the redemption by the Corporation of the Class A Restricted Voting Shares on an automatic redemption date specified by the Corporation (such date to be within 10 days following the last day of the Permitted Timeline). In no other circumstance will a holder of Class A Restricted Voting Shares have any right or interest of any kind to or in the Escrow Account.

The holders of the Founders' Shares, Class B Units (including the underlying Class B Shares, Warrants and Rights), Warrants (including Founders' Warrants) and Rights have no access to the Escrow Account prior to or following the closing of our qualifying transaction.

If we fail to complete our qualifying transaction within the Permitted Timeline or seek an extension to the Permitted Timeline, our Founders will be entitled to redeem any Class A Restricted Voting Shares they are holding as a result of purchases made during or following this Offering through possible purchases on the secondary market.

Additional Funding

In order to assist in paying expenses or costs related to a qualifying transaction, the Corporation may be funded by unsecured loans from our Sponsor and/or its affiliates, the amount, availability and cost of which is currently unascertainable. These loans would be expected to bear interest at no more than the prime rate plus 1%, unless otherwise agreed to by the Exchange. The lender under the loans would not have recourse against the escrowed funds, and thus the loans would not reduce the value thereof. Such loans will collectively be subject to a maximum principal amount of $1,000,000 in the aggregate, and will be repayable in cash following the closing of the qualifying transaction, unless otherwise approved by the Exchange in each case. Such loans may only be convertible into shares and/or Warrants in connection with the closing of a qualifying transaction, subject to Exchange consent.

The Corporation will not obtain any form of debt financing except: (i) in the ordinary course for short term trade, accounts payable and general ongoing expenses; (ii) contemporaneous with, or after, the completion of a qualifying transaction; or (iii) through unsecured loans from our Sponsor and/or its affiliates in accordance with the foregoing.

Subject to any relief granted by the Exchange, the Corporation may also seek to raise additional funds prior to completion of its qualifying transaction through a rights offering in respect of shares available to its shareholders, in accordance with the requirements of applicable securities legislation and subject to the consent of the Underwriter, if applicable, and also subject to placing the required funds raised in the Escrow Account in accordance with applicable Exchange rules. The Corporation would not undertake a rights offering unless the amount per share deposited into the Escrow Account in connection therewith was at least equal to the per share amount of the escrow funds then on deposit in the Escrow Account, including any interest and other amounts earned thereon (net of any applicable taxes payable by the Corporation on such interest and other amounts earned in the Escrow Account) and provided that 100% of the gross proceeds raised in any subsequent rights offering from holders of Class A Restricted Voting Units are held in the Escrow Account.

DIVIDEND POLICY

We have not paid any cash dividends on our shares to date. Class A Restricted Voting Shares and Class B Shares would be entitled to dividends on an equal per share basis, if, as and when declared by the board of directors of the Corporation. However, we do not intend to declare or pay any cash dividends prior to the completion of our qualifying transaction. The payment of cash dividends in the future following the completion of our qualifying transaction will be dependent upon our revenues and earnings, if any, capital requirements and general financial condition and will be at the discretion of our existing board of directors at that time.

DILUTION

The difference between the public offering price per Class A Restricted Voting Share, assuming no value is attributed to the Warrants and Rights included in the Class A Restricted Voting Units being offered pursuant to this prospectus, and the projected net tangible book value per Class A Restricted Voting Share after giving effect to this Offering, constitutes the dilution to public investors in this Offering. Such calculation does not reflect any dilution associated with the sale and exercise of the Warrants or sale and conversion of the Rights, as applicable, which would cause the actual dilution to our shareholders to be higher. Net tangible book value per share is determined by dividing our net tangible book value, which is our total tangible assets less total liabilities (including the value of Class A Restricted Voting Shares which may be redeemed for cash), by the number of outstanding shares, as set forth below.

The net tangible book value (assuming no exercise of the Over-Allotment Option) was calculated as follows (in thousands):

Estimated total assets after the Closing, less	$126,099
Estimated liabilities (excluding redemption value of Class A Restricted Voting Shares)[(1)] , less	$4,375
Redemption value of Class A Restricted Voting Shares	$125,000
= Net tangible assets after the Closing	$(3,276)

(1) Represents deferred underwriting commissions, 50.0% of which will payable to the Underwriter only upon completion of our qualifying transaction (and the Discretionary Deferred Portion will be payable and released only at the Corporation's sole discretion, subject to the terms of the Underwriting Agreement, in whole or in part, and only upon completion of our qualifying transaction).

The following table sets forth information with respect to our Founders and holders of Class A Restricted Voting Shares (assuming the raising of $125,000,000 from the Offering of our Class A Restricted Voting Units) of the total number and percentage of purchased shares and total consideration paid, as well as the respective average price per share:

	Total purchased shares[1]		Total consideration		Average price per share[1]
	Number	Percentage	Amount	%	
Founders	3,437,500	21.57%	$ 2,525,000	1.98%	$ 0.73
Public Shareholders	12,500,000	78.43%	$ 125,000,000	98.02%	$ 10.00
Total	15,937,500	100%	$ 127,525,000	100%	

(1) Assumes that the Over-Allotment Option has not been exercised and thus the 474,609 Over-Allotment Forfeitable Founders' Shares owned by the Founders have been forfeited. For purposes of this table, all Warrant values and Right values have been attributed to the applicable shares.

PLAN OF DISTRIBUTION

General

Pursuant to the Underwriting Agreement we have entered into with our Sponsor and the Underwriter, we have agreed to sell and the Underwriter has agreed to purchase on the Closing, an aggregate of 12,500,000 Class A Restricted Voting Units (consisting of one Class A Restricted Voting Share, one Warrant and one Right) at a purchase price of $10.00 per Class A Restricted Voting Unit, payable in cash to us against delivery of the Class A Restricted Voting Units. Closing is expected to take place on or about ●, 2017, or such other date as we and the Underwriter may agree, but in any event no later than ●, 2018 (subject to any termination right pursuant to the terms and conditions of the Underwriting Agreement). The Underwriter's obligations under the Underwriting Agreement are conditional and may be terminated at its discretion on the basis of its assessment of the state of the financial markets and may also be terminated upon the occurrence of certain events. The Underwriter is, however, obligated to take up and pay for all of the Class A Restricted Voting Units that it has agreed to purchase if any of the Class A Restricted Voting Units are purchased under the Underwriting Agreement. I-Bankers intends to enter into a U.S. sub-underwriting agreement with the Underwriter in connection with the sale of Class A Restricted Voting Units**.** I-Bankers is registered as a broker dealer in the United States, and is not registered to sell securities in any Canadian jurisdiction. Accordingly, I-Bankers will only sell Class A Restricted Voting Units in the United States and any other jurisdictions where such sales are permissible.

There is currently no market through which the Class A Restricted Voting Units may be sold. The offering price of the Class A Restricted Voting Units has been determined by negotiation between the Corporation, our Sponsor and the Underwriter.

In consideration for their services in connection with this Offering, we have agreed to pay the Underwriter a commission equal to up to $7,500,000 or 6.0% of the gross proceeds of the Class A Restricted Voting Units sold under this Offering, plus applicable taxes (if any). In addition, we have granted to the Underwriter the Over-Allotment Option, which is exercisable in whole or in part and at any time up to 30 days after the Closing, to purchase up to an additional 1,875,000 Class A Restricted Voting Units on the same terms as set forth above solely to cover over-allocations, if any, and for market stabilization purposes. $0.350 per Class A Restricted Voting Unit or $4,375,000 in the aggregate (or $5,031,250 if the Over-Allotment Option is exercised in full), representing approximately 58.33% of the Underwriter's commission, will be deposited with the Escrow Agent in the Escrow Account at a Canadian chartered bank or subsidiary thereof, in accordance with the Escrow Agreement, 50.0% of which will be released to the Underwriter only upon completion of our qualifying transaction. However, the Corporation shall be entitled, in its sole discretion, subject to the terms of the Underwriting Agreement, to use the Discretionary Deferred Portion as it sees fit, including for payment to other agents or advisors who have assisted with or participated in the sourcing, diligencing and completion of our qualifying transaction. For greater certainty, the Underwriter will not be excluded from consideration of any portion of the Discretionary Deferred Portion and

the payment of the Discretionary Deferred Portion will be mandatory, with the only discretion of the Corporation being the party or parties to whom the Discretionary Deferred Portion is paid.

This prospectus also qualifies the Over-Allotment Option and the distribution of any Class A Restricted Voting Units issued or sold upon the exercise of the Over-Allotment Option, as well as the Class B Units being offered only to our Sponsor at an offering price of $10.00 per Class B Unit, including the Class B Shares, Warrants and Rights underlying the Class B Units, and the Founders' Warrants being offered only to our Sponsor at an offering price of $1.00 per Founders' Warrant. A purchaser who acquires Class A Restricted Voting Units forming part of the Underwriter's over-allocation position acquires those Class A Restricted Voting Units under this prospectus, regardless of whether the over-allocation position is ultimately filled through the exercise of the Over-Allotment Option or secondary market purchases.

Subscriptions for Class A Restricted Voting Units will be received subject to rejection or allocation in whole or in part and the right is reserved to close the subscription books at any time without notice.

We have agreed to indemnify the Underwriter and its affiliates and its directors, officers, employees and agents against certain liabilities, including, without limitation, civil liabilities under Canadian securities legislation, and to contribute to any payments the Underwriter may be required to make in respect thereof where indemnification is unavailable or unenforceable.

This Offering is being made in each of the provinces and territories of Canada, except Quebec. The Class A Restricted Voting Units will be offered in each of the provinces and territories of Canada, except Quebec, through the Underwriter, who is registered to offer the Class A Restricted Voting Units for sale in such provinces and territories, as applicable, and such other registered dealers as may be designated by the Underwriter.

Our Class A Restricted Voting Units offered have not been and will not be registered under the U.S. Securities Act or any state securities laws. Accordingly, our Class A Restricted Voting Units may not be offered or sold within the United States or to, or for the account or benefit of, a U.S. Person, except in transactions exempt from the registration requirements of the U.S. Securities Act and applicable state securities laws. The Underwriter has agreed that, except as permitted under the Underwriting Agreement, it will not offer, sell, transfer, deliver or otherwise dispose of, directly or indirectly, the Class A Restricted Voting Units at any time within the United States or to, or for the account or benefit of, any U.S. Person, except pursuant to an exemption from registration under the U.S. Securities Act.

The Underwriting Agreement, however, permits the Underwriter, directly or through its United States registered broker-dealer affiliates and sub-agents, to offer and resell the Class A Restricted Voting Units in the United States or to, or for the account or benefit of, U.S. Persons that are Qualified Institutional Buyers in compliance with Rule 144A under the U.S. Securities Act and similar exemptions under applicable state securities laws. The Underwriting Agreement also provides that the Underwriter will offer and sell the Class A Restricted Voting Units outside of the United States only in accordance with Regulation S under the U.S. Securities Act. The Class A Restricted Voting Units that are sold in the United States or to, or for the account or benefit of, a U.S. Person will be restricted securities within the meaning of Rule 144(a)(3) of the U.S. Securities Act and will contain a restriction or legend to the effect that such securities have not been registered under the U.S. Securities Act and may only be offered, sold or otherwise transferred pursuant to certain exemptions from the registration requirements of the U.S. Securities Act.

The offer and sale of the Class A Restricted Voting Units pursuant to this Offering in the United States or to, or for the account or benefit of, U.S. Persons shall be conducted in compliance with an available exemption from the registration requirements of the United States Investment Company Act of 1940, as amended.

This prospectus does not constitute an offer to sell or a solicitation of an offer to buy any of the Class A Restricted Voting Units in the United States or to, or for the account or benefit of, a U.S. Person.

The Corporation understands that the Underwriter proposes to sell securities outside of Canada and the United States and has provided the disclosure below under the headings "Notice to Prospective Investors in the European Economic Area", "Notice to Prospective Investors in the United Kingdom" and "Notice to Prospective Investors in

France". The Underwriting Agreement provides that the Underwriter will not offer, sell or deliver any Class A Restricted Voting Units or deliver the prospectus to any person in any jurisdiction other than in Canada and the United States, except in a manner which will not require the Corporation to comply with the registration, prospectus, continuous disclosure, filing or other similar requirements under the applicable securities laws of such other jurisdictions.

The Underwriter proposes to offer the Class A Restricted Voting Units initially at the offering price stated on the cover page of this prospectus. After the Underwriter has made a reasonable effort to sell all of the Class A Restricted Voting Units offered by this prospectus at that price, the initially stated offering price may be decreased, and further changed from time to time, by the Underwriter to an amount not greater than the initially stated offering price and, in such case, the compensation realized by the Underwriter will be decreased by the amount that the aggregate price paid by the purchasers for the Class A Restricted Voting Units is less than the gross proceeds paid by the Underwriter to us.

Price Stabilization, Short Positions and Passive Market Making

In connection with this Offering, the Underwriter may over-allocate or effect transactions which stabilize or maintain the market price of our Class A Restricted Voting Units at levels other than those which otherwise might prevail on the open market.

Stabilizing transactions consist of bids or purchases made for the purpose of preventing or retarding a decline in the market price of our Class A Restricted Voting Units while this Offering is in progress. These transactions may also include making short sales of our Class A Restricted Voting Units, which involve the sale by the Underwriter of a greater number of Class A Restricted Voting Units than it is required to purchase in this Offering. Short sales may be "covered short sales", which are short positions in an amount not greater than the Over-Allotment Option, or may be "naked short sales", which are short positions in excess of that amount.

The Underwriter may close out any covered short position either by exercising the Over-Allotment Option, in whole or in part, or by purchasing our Class A Restricted Voting Units in the open market. In making this determination, the Underwriter will consider, among other things, the price of our Class A Restricted Voting Units available for purchase in the open market compared with the price at which it may purchase our Class A Restricted Voting Units through the Over-Allotment Option.

The Underwriter must close out any naked short position by purchasing Class A Restricted Voting Units in the open market. A naked short position is more likely to be created if the Underwriter is concerned that there may be downward pressure on the price of our Class A Restricted Voting Units in the open market that could adversely affect investors who purchase in this Offering.

Any naked short sales will form part of the Underwriter's over-allocation position and will constitute a distribution of securities qualified by this prospectus.

In addition, in accordance with rules and policy statements of certain Canadian securities regulators, the Underwriter may not, at any time during the period of distribution, bid for or purchase Class A Restricted Voting Units. The foregoing restriction is, however, subject to exceptions where the bid or purchase is not made for the purpose of creating actual or apparent active trading in, or raising the price of, our securities. These exceptions include a bid or purchase permitted under the by-laws and rules of applicable regulatory authorities and the Exchange, including the Universal Market Integrity Rules for Canadian Marketplaces, relating to market stabilization and passive market making activities and a bid or purchase made for and on behalf of a customer where the order was not solicited during the period of distribution.

As a result of these activities, the price of our Class A Restricted Voting Units may be higher than the price that otherwise might exist in the open market. If these activities are commenced, they may be discontinued by the Underwriter at any time. The Underwriter may carry out these transactions on any stock exchange on which our securities are listed, in the over-the-counter market, or otherwise.

Restrictions on Shares

Pursuant to the Underwriting Agreement, the Corporation will be, subject to certain exceptions, prohibited from issuing additional securities prior to the qualifying transaction. Also, pursuant to the Underwriting Agreement, the Forfeiture and Transfer Restrictions Agreement and Undertaking and the Exchange Agreement and Undertaking, except as contemplated in this prospectus, each of our Founders will be subject to a lock-up until the closing of the qualifying transaction.

Additional Transfer Restrictions

For a description of the transfer restrictions on the Founders' Shares (which are Class B Shares) and the Class B Units (including the underlying Class B Shares), see "Description of Securities – Class B Shares". For a description of the transfer restrictions on the Founders' Warrants, see "Description of Securities – Warrants".

Book Entry System

Subscriptions will be received subject to rejection or allocation in whole or in part and the Underwriter reserves the right to close the subscription books at any time without notice. Other than pursuant to certain exceptions, registration of the Class A Restricted Voting Units (consisting of the Class A Restricted Voting Shares, Warrants and Rights) and transfers thereof held through CDS, or its nominee will be made electronically through the NCI system of CDS. Class A Restricted Voting Units registered in the name of CDS or its nominee will be deposited electronically with CDS on an NCI basis on the Closing. A purchaser of Class A Restricted Voting Units (subject to certain exceptions) will receive only a customer confirmation from the registered dealer through which the Class A Restricted Voting Units are purchased. Subsequently, once the Class A Restricted Voting Shares, Warrants and Rights begin trading separately 40 days following the Closing Date (or, if such date is not an Exchange trading day, the next Exchange trading day), subject to certain exceptions, registration of Class A Restricted Voting Shares, Warrants and Rights underlying the Units and transfers thereof held through CDS, or its nominee will be made electronically through the NCI system of CDS. The Class B Units (consisting of the Class B Shares, Warrants and Rights) will be represented by a physical certificate until the Class A Restricted Voting Shares, Warrants and Rights begin trading separately 40 days following the Closing Date (or, if such date is not an Exchange trading day, the next Exchange trading day), at which point a warrant certificate will be issued for the Warrants forming part of the Class B Units, a rights certificate will be issued for the Rights forming part of the Class B Units, and the initial certificate will continue to represent the Class B Shares forming part of the Class B Units. The Founders' Shares and the Founders' Warrants will be represented by physical certificates.

Notice to Prospective Investors in the European Economic Area

In relation to each member state of the European Economic Area that has implemented the Prospectus Directive (as defined below) (each, a "**relevant member state**"), with effect from and including the date on which the Prospectus Directive is implemented in that relevant member state (the "**relevant implementation date**"), an offer of Class A Restricted Voting Units described in this prospectus may not be made to the public in that relevant member state prior to the publication of a prospectus in relation to the Class A Restricted Voting Units that has been approved by the competent authority in that relevant member state or, where appropriate, approved in another relevant member state and notified to the competent authority in that relevant member state, all in accordance with the Prospectus Directive, except that, with effect from and including the relevant implementation date, an offer of the Class A Restricted Voting Units may be made to the public in that relevant member state at any time:

- to any legal entity which is a qualified investor as defined in the Prospectus Directive;

- to fewer than 100, or, if the relevant member state has implemented the relevant provisions of the 2010 PD Amending Directive (as defined below), 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), in such relevant member state; or

• in any other circumstances falling within Article 3(2) of the Prospectus Directive, provided that no such offer of Class A Restricted Voting Units shall result in a requirement for the publication of a prospectus pursuant to Article 3 of the Prospectus Directive.

Each purchaser of Class A Restricted Voting Units described in this prospectus located within a relevant member state will be deemed to have represented, acknowledged and agreed that it is a "qualified investor" within the meaning of Article 2(1)(e) of the Prospectus Directive.

For the purpose of this provision, the expression an "**offer to the public**" in any relevant member state means the communication in any form and by any means of sufficient information on the terms of the offer and the Class A Restricted Voting Units to be offered so as to enable an investor to decide to purchase or subscribe for the Class A Restricted Voting Units, as the expression may be varied in that member state by any measure implementing the Prospectus Directive in that member state, and the expression "**Prospectus Directive**" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive to the extent implemented by the relevant member state) and includes any relevant implementing measure in each relevant member state and the expression "**2010 PD Amending Directive**" means Directive 2010/73/EU.

We have not authorized and do not authorize the making of any offer of Class A Restricted Voting Units through any financial intermediary on their behalf, other than offers made by the Underwriter with a view to the final placement of the Class A Restricted Voting Units as contemplated in this prospectus. Accordingly, no purchaser of the Class A Restricted Voting Units, other than the Underwriter, is authorized to make any further offer of the Class A Restricted Voting Units on behalf of us or the Underwriter.

Notice to Prospective Investors in the United Kingdom

This prospectus is only being distributed to, and is only directed at, persons in the United Kingdom who are "qualified investors" as defined within the meaning of Article 2(1)(e) of the European Prospectus Directive 2003/71/EC, being: (i) persons having professional experience in matters relating to investments, i.e. investment professionals within the meaning of Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "**Order**"); or (ii) high net worth companies, unincorporated associations and other persons within Article 49(2) of the Order; or (iii) persons to whom it is otherwise lawful to distribute it ("**Relevant Persons**"). In the United Kingdom, the investment, investment activity, controlled investment or controlled activity to which this prospectus relates is available only to, and will be engaged in only with, Relevant Persons. The Class A Restricted Voting Units are only available to, and any invitation, offer or agreement to purchase or otherwise acquire such Class A Restricted Voting Units will be engaged in only with Relevant Persons.

By receiving this prospectus, you are deemed to warrant to the Corporation, Canaccord and I-Bankers that you are a Relevant Person and agree to and will comply with the contents of this notice. It is not intended that this prospectus be distributed or passed on, directly or indirectly, to any other class of person and in any event and under no circumstances should persons of any other description rely on or act upon the contents of this prospectus. This prospectus and its contents are confidential and must not be distributed or passed on, directly or indirectly, to any other person. Any other person to whom this prospectus has been passed must return it to the Corporation or Canaccord immediately.

Notice to Prospective Investors in France

Neither this prospectus nor any other offering material relating to the Class A Restricted Voting Units described in this prospectus has been submitted to the clearance procedures of the Autorité des Marchés Financiers or by the competent authority of another member state of the European Economic Area and notified to the Autorité des Marchés Financiers. The Class A Restricted Voting Units have not been offered or sold and will not be offered or sold, directly or indirectly, to the public in France. Neither this prospectus nor any other offering material relating to the Class A Restricted Voting Units has been or will be:

• released, issued, distributed or caused to be released, issued or distributed to the public in France; or

• used in connection with any offer for subscription or sale of the Class A Restricted Voting Units to the public in France.

Such offers, sales and distributions will be made in France only:

• to qualified investors (investisseurs qualifiés) and/or to a restricted circle of investors (cercle restreint d'investisseurs), in each case investing for their own account, all as defined in, and in accordance with, Article L.411-2, D.411-1, D.411-2, D.734-1, D.744-1, D.754-1 and D.764-1 of the French Code monétaire et financier;

• to investment services providers authorized to engage in portfolio management on behalf of third parties; or

• in a transaction that, in accordance with Article L.411-2-II-1°-or-2°-or 3° of the French Code monétaire et financier and article 211-2 of the General Regulations (Règlement Général) of the Autorité des Marchés Financiers, does not constitute a public offer (appel public à l'épargne).

The Class A Restricted Voting Units may be resold directly or indirectly, only in compliance with articles L.411-1, L.411-2, L.412-1 and L.621-8 through L.621-8-3 of the French Code monétaire et financier.

DESCRIPTION OF SECURITIES

General

Prior to the Closing, we will be authorized to issue an unlimited number of Class A Restricted Voting Shares and an unlimited number of Class B Shares, each without nominal or par value. At or prior to the Closing, our Founders will have purchased an aggregate of 3,662,109 Class B Shares (representing the Founders' Shares) and, simultaneously with the Closing, our Sponsor will have purchased 250,000 Class B Units and 2,500,000 Founders' Warrants (up to 273,438 Class B Units and 2,734,375 Founders' Warrants if the Over-Allotment Option is exercised in full). The following description summarizes the material terms of our share capital. Because it is only a summary, it may not contain all the information that is important to you. For a complete description, please refer to our certificate and articles of incorporation, by-laws, Warrant Agreement and Rights Agreement, which will be available for inspection at our offices, during ordinary business hours during this Offering, and will be filed on SEDAR at www.sedar.com following this Offering.

The following table summarizes the types of securities of the Corporation to be issued and the corresponding amounts, following the Closing of this Offering:

Type of Security	**Number to be Issued**	
	Without Exercise of Over-Allotment Option	**With Full Exercise of Over-Allotment Option**
Class A Restricted Voting Units	12,500,000	14,375,000
Class A Restricted Voting Shares underlying Class A Restricted Voting Units	12,500,000	14,375,000
Class B Units	250,000	273,438
Class B Shares underlying Class B Units	250,000	273,438

Founders' Shares[(1)]	3,187,500	3,662,109
Total Class B Shares	3,437,500	3,935,547
Warrants underlying Class A Restricted Voting Units	12,500,000	14,375,000
Warrants underlying Class B Units	250,000	273,438
Founders' Warrants	2,500,000	2,734,375
Total Warrants	15,250,000	17,382,813
Rights underlying Class A Restricted Voting Units	12,500,000	14,375,000
Rights underlying Class B Units	250,000	273,438
Total Rights	12,750,000	14,648,438

(1) Includes one Class B share owned by the Sponsor, which share was issued on September 25, 2017 in connection with the organization of the Corporation.

Class A Restricted Voting Units

Each Class A Restricted Voting Unit consists of one Class A Restricted Voting Share, one Warrant and one Right. Each Warrant will entitle the holder to purchase one Class A Restricted Voting Share (and upon the closing of a qualifying transaction, each Warrant would represent the entitlement to purchase one Class B Share). Each Right will entitle the holder to receive one-tenth (1/10) of a Class A Restricted Voting Share following the closing of the qualifying transaction (which at such time will represent one-tenth (1/10) of a Class B Share, subject to adjustment under the terms of the qualifying transaction). Rights will only be converted for a whole number of shares. No fractional shares will be issued upon conversion of the Rights. If, upon conversion of the Rights, a holder would be entitled to receive a fractional interest in a share, we will, upon conversion, round down to the nearest whole number of shares to be issued to the Right holder.

The Class A Restricted Voting Units are intended to begin trading promptly after the Closing. The Class A Restricted Voting Shares, Warrants and Rights comprising the Class A Restricted Voting Units will initially trade as a unit but it is anticipated that the Class A Restricted Voting Shares, Warrants and Rights will begin trading separately 40 days following the Closing Date (or, if such date is not an Exchange trading day, the next Exchange trading day). However, no fractional Warrants or Rights will be issued and only whole Warrants and Rights will trade.

Class A Restricted Voting Shares

Prior to the Closing, no Class A Restricted Voting Shares will be outstanding. Upon the Closing, and assuming no exercise of the Over-Allotment Option, 12,500,000 Class A Restricted Voting Shares forming part of the Class A Restricted Voting Units being offered to the public under this Offering (before the exercise of the associated Warrants and conversion of the associated Rights) will be issued and outstanding. Upon the closing of a qualifying transaction, each Class A Restricted Voting Share would, unless previously redeemed, be automatically converted into one Class B Share, as adjusted for stock splits or combinations, stock dividends, Extraordinary Dividends, reorganizations and recapitalizations.

The holders of Class A Restricted Voting Shares are entitled to vote on the qualifying transaction and any other related matters at any Shareholders Meeting, if required by the Exchange's rules at the time of the qualifying transaction (the Class A Restricted Voting Shares would vote together with the Class B Shares, as if they were a single class of shares). In order to seek to ensure that the holders of the Class A Restricted Voting Shares and the Class B Shares vote together, as if they were a single class, on a qualifying transaction, the separate class voting

rights prescribed by the Business Corporations Act in respect of an exchange, reclassification or cancellation of each such class of shares will be removed, as permitted by the Business Corporations Act, in respect of any such exchange, reclassification or cancellation carried out in connection with a qualifying transaction that affects both classes of shares and that preserves economically the redemption rights in respect of a qualifying transaction of, and the conversion features of, the Class A Restricted Voting Shares.

Prior to any Shareholders Meeting at which a qualifying transaction is approved (if required by the Exchange's rules at the time of the qualifying transaction), holders of the Class A Restricted Voting Shares are not entitled to vote at (or receive notice of, or meeting materials in connection with) meetings held only to consider the election and/or removal of directors and auditors. In lieu of holding an annual general meeting, the Corporation has instead undertaken to issue a press release publicly in order to inform holders of Class A Restricted Voting Shares of the status of identifying and securing a qualifying transaction and announce the filing of the annual information form and, not less than two weeks after filing such press release, hold an investor conference call so to allow holders of Class A Restricted Voting Shares the opportunity to hear from and ask questions of management. The holders of the Class A Restricted Voting Shares would, however, be entitled to vote on and receive notice of meetings on all other matters requiring shareholder approval (including the qualifying transaction). Following the Closing Date, holders of Class A Restricted Voting Shares are expected to hold an approximate 78.43% voting interest (assuming no exercise of the Over-Allotment Option) and an approximate 78.51% voting interest (assuming exercise of the Over-Allotment Option in full).

Only holders of Class A Restricted Voting Shares would be entitled to redeem their shares, as further described below, and receive the escrow proceeds (net of applicable taxes and other permitted deductions): (i) in the event a qualifying transaction does not occur within the Permitted Timeline, (ii) in the event of a qualifying transaction, and (iii) in the event of an extension to the Permitted Timeline. The holders of Class A Restricted Voting Shares have no pre-emptive rights or other subscription rights and there are no sinking fund provisions applicable to these shares.

In conjunction with any qualifying transaction or to vote on an extension to the Permitted Timeline, we will provide holders of our Class A Restricted Voting Shares, whether they vote for or against, or do not vote on, the qualifying transaction (if required) or the extension to the Permitted Timeline, as applicable, with the opportunity to redeem all or a portion of their Class A Restricted Voting Shares, as further described under "Qualifying Transaction – Redemption Rights on Qualifying Transaction" and "Qualifying Transaction – Permitted Timeline Extension". Notwithstanding the foregoing redemption right, each holder of Class A Restricted Voting Shares, together with any affiliate of such holder or any other person with whom such holder or affiliate is acting jointly or in concert, will be subject to a redemption limitation of an aggregate of 15% of the number of Class A Restricted Voting Shares issued and outstanding following the Closing. For greater certainty, such redemption limitation would not apply in the event of: (i) an extension to the Permitted Timeline, (ii) an automatic redemption which would occur if a qualifying transaction is not consummated within the Permitted Timeline, or (iii) the Winding-Up of the Corporation, and is as further discussed under "Qualifying Transaction – Redemption Rights on Qualifying Transaction".

If we are unable to consummate a qualifying transaction within the Permitted Timeline, we will be required to redeem, as promptly as reasonably possible, on an automatic redemption date specified by the Corporation (such date to be within 10 days following the last day of the Permitted Timeline), all of the outstanding Class A Restricted Voting Shares, as further discussed under "Qualifying Transaction – Automatic Redemption if No Qualifying Transaction".

Holders of Class A Restricted Voting Shares who redeem or sell their Class A Restricted Voting Shares will continue to have the right to exercise any Warrants or convert any Rights they may hold if the qualifying transaction is consummated. Upon the Closing, based on the initial $125,000,000 placed in escrow (and assuming no exercise of the Over-Allotment Option), an assumed interest rate of approximately 0.90% per annum, if the Escrow Account remains in place over the next 18 months (and a qualifying transaction has not been completed), the cash held in the Escrow Account would be expected to grow from the initial $10.00 per Class A Restricted Voting Unit (Class A Restricted Voting Share) sold to the public to approximately $10.13 per Class A Restricted Voting Share, before applicable taxes and other permitted deductions. Following the closing of our qualifying transaction, we will use the balance of the non-redeemed shares' portion of the Escrow Account (less tax liabilities on amounts earned on the escrowed funds and certain expenses directly related to redemptions) to pay the Underwriter 50.0% of the deferred underwriting

commissions (subject to availability, failing which any shortfall may be made up from other sources at our discretion). However, the Corporation shall be entitled, in its sole discretion, subject to the terms of the Underwriting Agreement, to use the Discretionary Deferred Portion as it sees fit, including for payment to other agents or advisors who have assisted with or participated in the sourcing, diligencing and completion of our qualifying transaction.

Class B Units

Each Class B Unit consists of one Class B Share, one Warrant and one Right. Each Warrant will entitle the holder to purchase one Class A Restricted Voting Share (and upon the closing of a qualifying transaction, each Warrant would represent the entitlement to purchase one Class B Share). Each Right will entitle the holder to receive one-tenth (1/10) of a Class A Restricted Voting Share following the closing of the qualifying transaction (which at such time will represent one-tenth (1/10) of a Class B Share, subject to adjustment under the terms of the qualifying transaction). Rights will only be converted for a whole number of shares. No fractional shares will be issued upon conversion of the Rights. If, upon conversion of the Rights, a holder would be entitled to receive a fractional interest in a share, we will, upon conversion, round down to the nearest whole number of shares to be issued to the Right holder. The Class B Units and Class B Shares will not be listed at the Closing and it is anticipated that they will not be listed prior to the qualifying transaction.

Class B Shares

At or prior to the Closing, a total of 3,662,109 Class B Shares (referred to as the "Founders' Shares") will be purchased (assuming the Over-Allotment Option is exercised in full, or 3,187,500 if the Over-Allotment Option is not exercised) for an aggregate price of $25,000, or approximately $0.0068 per Class B Share (or approximately $0.0078 per Class B Share if the Over-Allotment Option is not exercised). Assuming the Over-Allotment Option is not exercised, the Founders' Shares will be purchased by the Founders on the following basis: 3,170,098 Founders' Shares by our Sponsor, 8,701 Founders' Shares by Kamaldeep Thindal and 8,701 Founders' Shares by Charles Miles (or, in each case, by companies controlled by them). Assuming the Over-Allotment Option is exercised in full, the Founders' Shares will be purchased by the Founders on the following basis: 3,642,109 Founders' Shares by our Sponsor, 10,000 Founders' Shares by Kamaldeep Thindal and 10,000 Founders' Shares by Charles Miles (or, in each case, by companies controlled by them). Up to 474,609 of such Founders' Shares (which are Over-Allotment Forfeitable Founders' Shares) are subject to forfeiture by the Founders without compensation depending on the extent to which the Over-Allotment Option is exercised. In the event that the Over-Allotment Option is not exercised at all, then the maximum of 474,609 Over-Allotment Forfeitable Founders' Shares subject to forfeiture would be forfeited by the Founders without compensation, and 3,187,500 Founders' Shares would remain issued and outstanding. In the event that the Over-Allotment Option is fully exercised (and all 1,875,000 Class A Restricted Voting Units were purchased by the Underwriter), then none of the 474,609 Over-Allotment Forfeitable Founders' Shares subject to forfeiture would be forfeited. In the event that the Over-Allotment Option is partially exercised, then the amount of Over-Allotment Forfeitable Founders' Shares forfeited would adjust, such that the ownership of the Founders' Shares after giving effect to this Offering would represent 20.0% of the issued and outstanding shares following the exercise of the Over-Allotment Option.

The Class B Shares outstanding after giving effect to this Offering and assuming the Over-Allotment Option is not exercised (including the Founders' Shares) will represent 20.0% of the issued and outstanding shares of the Corporation (including all Class A Restricted Voting Shares and Class B Shares, but assuming no exercise of the Warrants or conversion of the Rights). The Class B Shares will not be entitled to access, or benefit from, the proceeds in the Escrow Account and will not possess any redemption rights. The Founders will, however, be entitled to benefit from the proceeds in the Escrow Account for redemptions with respect to any Class A Restricted Voting Shares they may purchase during or following this Offering if we fail to complete our qualifying transaction within the Permitted Timeline, or seek an extension to the Permitted Timeline. Subject to the prior rights of the holders of Class A Restricted Voting Shares, and whether prior to or following the Permitted Timeline, the Class B Shares would be entitled to receive the remaining property and assets of the Corporation available for distribution, after payment of liabilities, upon the Winding-Up of the Corporation, whether voluntary or involuntary, subject to applicable law. The holders of the Founders' Shares have no pre-emptive rights or other subscription rights and there are no sinking fund provisions applicable to these shares.

At or prior to the Closing, each of our Founders will agree, (a) pursuant to the Forfeiture and Transfer Restrictions Agreement and Undertaking, not to transfer any of its Founders' Shares until the earlier of: one year following completion of the qualifying transaction, and the closing share price of the Class B Shares equaling or exceeding $12.00 per share (as adjusted for stock splits or combinations, stock dividends, Extraordinary Dividends, reorganizations, recapitalizations and the like) for any 20 trading days within a 30-trading day period at any time following the closing of the qualifying transaction, subject to applicable securities laws, the Exchange rules and applicable escrow requirements, (b) pursuant to the Exchange Agreement and Undertaking, not to transfer any of its Founders' Shares until after the closing of the qualifying transaction, and (c) pursuant to the Forfeiture and Transfer Restrictions Agreement and Undertaking and the Exchange Agreement and Undertaking, not to transfer any of its Class B Units (or any Class B Shares, Warrants or Rights forming part of the Class B Units), Founders' Shares or Founders' Warrants, as applicable, until after the closing of the qualifying transaction. In each case, permitted transfers, including transfers required due to the structuring of the qualifying transaction, would be exempt, in which case the restrictions in paragraph (a) above would apply to the securities received in connection with the qualifying transaction.

In addition to the foregoing transfer restrictions, and pursuant to the Forfeiture and Transfer Restrictions Agreement and Undertaking, the Founders' Forfeiture Shares will be subject to forfeiture by the Founders on the fifth anniversary of the qualifying transaction unless the closing share price of the Class B Shares exceeds $13.00 (as adjusted for stock splits or combinations, stock dividends, Extraordinary Dividends, reorganizations, recapitalizations and the like) for any 20 trading days within a 30-trading day period at any time following the closing of the qualifying transaction. At such time as the foregoing $13.00 closing Class B Share price forfeiture condition is satisfied, the Founders' Forfeiture Shares will, as applicable, become subject to the same ongoing restrictions applicable to the other Founders' Shares at that time (which may include escrow restrictions applicable to the Founders' Shares and any other restrictions mandated by the Exchange or described herein). The Founders' Forfeiture Shares cannot be transferred until fulfillment of the foregoing conditions and will still be subject to all of the restrictions applicable to the other Founders' Shares, as described in this prospectus. The Class B Units (including the shares acquired upon exercise of the Warrants and conversion of the Rights) will not be subject to forfeiture based on performance.

At or prior to the Closing, the Founders will agree pursuant to the Forfeiture and Transfer Restrictions Agreement and Undertaking or the Exchange Agreement and Undertaking, as applicable, that in the event that the required consent to effect a transfer of their respective securities is obtained, as a condition to such transfer, they shall cause any transferee of such securities to become a party to the applicable agreement, and be bound by the terms and conditions therein.

Any Class A Restricted Voting Shares purchased by our Founders would not be subject to the restrictions set out in the Forfeiture and Transfer Restrictions Agreement and Undertaking or the Exchange Agreement and Undertaking.

Except for the voting right variations described above under "- Class A Restricted Voting Shares" in respect of the election and/or removal of directors and auditors prior to the closing of a qualifying transaction, and with the exception of an extension of the Permitted Timeline and except as required by law, the voting rights of holders of Class B Shares will otherwise be identical to those applicable to the publicly held Class A Restricted Voting Shares. Following the closing of the qualifying transaction, as applicable, the holders of the Class B Shares (including those into which any remaining Class A Restricted Voting Shares have been converted) will also be entitled to receive any dividends on an equal per share basis if, as and when declared by our board of directors. See "Dividend Policy".

Permitted Transfers

Notwithstanding the foregoing, subject to Exchange approval, transfers of the Class B Shares and Founders' Warrants are permitted by our Sponsor, its affiliates and their respective permitted transferees: (i) to the Corporation's officers or directors, any affiliates or family members of any of the Corporation's officers or directors, any members of the Sponsor or their affiliates, or any affiliates of the Sponsor; (ii) in the case of an individual, by gift or transfer to a member(s) of the individual's immediate family or to a trust, the beneficiary of which is a member of one of the individual's immediate family, an affiliate of such person, or in the case of any person or corporation entity, by gift or transfer to a charitable organization; (iii) in the case of an individual, by virtue of laws

of descent and distribution upon the death of the individual; (iv) in the case of an individual, pursuant to a qualified domestic relations order; (v) by private sales or transfers made in connection with the consummation of a qualifying transaction at prices no greater than the price at which the Class B Shares were originally purchased (as adjusted); (vi) in the event of the Corporation's liquidation, bankruptcy or dissolution prior to the completion of a qualifying transaction; or (vii) in the event the Corporation's liquidation, merger, arrangement, share exchange or other similar transaction which results in all of the holders of Class B Shares receiving in exchange for or having the right to exchange their Class B Shares for cash, securities or other property subsequent to the completion of a qualifying transaction; provided however, in each case, the permitted transferee must enter into a written agreement agreeing to be bound by the same transfer restrictions. Following completion of the qualifying transaction, the Founders' Shares and the Founders' Warrants (including the Class B Shares issuable on exercise of the Founders' Warrants) may be subject to certain sale or transfer restrictions in accordance with applicable securities laws.

Warrants

Prior to the Closing, no Warrants will be outstanding. Following the Closing, assuming the Over-Allotment Option is not exercised, there will be an aggregate of 15,250,000 Warrants (comprised of 12,500,000 Warrants forming part of the Class A Restricted Voting Units to be sold to the public, 250,000 Warrants forming part of the Class B Units to be sold to our Sponsor, and 2,500,000 Founders' Warrants to be sold to our Sponsor) outstanding. In the event that the Underwriter exercises the Over-Allotment Option in full, our Sponsor intends to purchase in aggregate up to an additional 234,375 Founders' Warrants, at a price of $1.00 per Founders' Warrant, in an amount (together with the additional Class B Units) such that the gross proceeds from the sale of such additional Founders' Warrants and additional Class B Units is equal to the total upfront underwriting commissions payable on the additional Class A Restricted Voting Units purchased by the Underwriter pursuant to its exercise of the Over-Allotment Option. Accordingly, in the event the Over-Allotment Option is exercised in full, there will be an aggregate of 17,382,813 Warrants (comprised of 14,375,000 Warrants forming part of the Class A Restricted Voting Units to be sold to the public, 273,438 Warrants forming part of the Class B Units to be sold to our Sponsor, and 2,734,375 Founders' Warrants to be sold to our Sponsor).

All Warrants will become exercisable only commencing 65 days after the completion of our qualifying transaction. Each Warrant is exercisable to purchase one Class A Restricted Voting Share (which, following the closing of the qualifying transaction, will become one Class B Share) at a price of $11.50 per share, subject to the following adjustments. The Warrant Agreement will provide that the exercise price and number of Class B Shares issuable on exercise of the Warrants may be adjusted in certain circumstances, including in the event of a stock dividend, Extraordinary Dividend or a recapitalization, reorganization, merger or consolidation. The Warrants will not, however, be adjusted for issuances of Class B Shares at a price below their exercise price. Once the Warrants become exercisable, we may accelerate the expiry date of the outstanding Warrants (excluding the Founders' Warrants but only to the extent still held by our Sponsor at the date of public announcement of such acceleration and not transferred prior to the accelerated expiry date, due to the anticipated knowledge by our Sponsor of material undisclosed information which could limit their flexibility) by providing 30 days' notice if, and only if, the closing share price of the Class B Shares equals or exceeds $18.00 per Class B Share (as adjusted for stock splits or combinations, stock dividends, Extraordinary Dividends, reorganizations and recapitalizations and the like) for any 20 trading days within a 30-trading day period, in which case the expiry date shall be the date which is 30 days following the date on which such notice if provided.

The exercise of the Warrants by any holder in the United States, or that is a U.S. Person, may only be effected in compliance with an exemption from the registration requirements of the U.S. Securities Act and applicable state "blue sky" securities laws.

At the election of the holder, the Warrants may be exercised through cashless exercise. A cashless exercise permits the holder, in lieu of making a cash payment on exercise, to instead elect to surrender its Warrants and receive the number of Class B Shares that is equal to the quotient obtained by multiplying (i) the number of Class B Shares for which the Warrant is being exercised by (ii) the difference between the volume weighted average price of the Class B Shares on the Exchange for the 20 trading days immediately prior to (but not including) the date of exercise of the Warrant and the exercise price in effect on the date immediately prior to (but not including) the date of exercise of

the Warrant, and dividing such product by the volume weighted average price of the Class B Shares on the Exchange for the 20 trading days immediately prior to (but not including) the date of exercise.

The right to exercise will be forfeited unless the Warrants are exercised prior to the date specified in the notice of acceleration of the expiry date. On and after the accelerated expiry date, a record holder of a Warrant will have no further rights. Warrants may be exercised only for a whole number of shares. No fractional shares will be issued upon exercise of the Warrants. If, upon exercise of the Warrants, a holder would be entitled to receive a fractional interest in a share, we will, upon exercise, round down to the nearest whole number of shares to be issued to the Warrant holder.

In no event would the Warrants be entitled to Escrow Account proceeds. The Warrant holders do not have the rights or privileges of holders of shares and any voting rights until they exercise their Warrants and receive corresponding Class B Shares. After the issuance of corresponding Class B Shares upon exercise of the Warrants, each holder will be entitled to one vote for each Class B Shares held of record on all matters to be voted on by shareholders. On the exercise of any Warrant, the Warrant exercise price will be $11.50, subject to adjustments as described herein.

The Warrant Agent shall, on receipt of a written request of the Corporation or holders of not less than 25% of the aggregate number of Warrants then outstanding, convene a meeting of holders of Warrants upon at least 21 calendar days' written notice to holders of Warrants. Every such meeting shall be held in Toronto, Ontario or at such other place as may be approved or determined by the Warrant Agent. A quorum at meetings of holders or Warrants shall be two persons present in person or represented by proxy holding or representing more than 20% of the aggregate number of Warrants then outstanding.

From time to time, the Corporation and the Warrant Agent, without the consent of the holders of Warrants, may amend or supplement the Warrant Agreement for certain purposes including curing defects or inconsistencies or making any change that does not adversely affect the rights of any holder of Warrants. Any amendment or supplement to the Warrant Agreement that adversely affects the interests of the holders of Warrants may only be made by an "extraordinary resolution", which is defined in the Warrant Agreement as a resolution either (i) passed at a meeting of the holders of Warrants by the affirmative vote of holders of Warrants representing not less than two-thirds of the aggregate number of the then outstanding Warrants represented at the meeting and voted on such resolution, or (ii) adopted by an instrument in writing signed by the holders of Warrants representing not less than two-thirds of the aggregate number of the then outstanding Warrants.

The Warrants will expire at 5:00 p.m. (Toronto time) on the day that is five years after the completion of our qualifying transaction or may expire earlier if a qualifying transaction does not occur within the Permitted Timeline or if the expiry date is accelerated, as described above.

Except for the ability to accelerate the expiry date of the outstanding Warrants (that excludes the Founders' Warrants but only to the extent they are still held by our Sponsor at the date of public announcement of such acceleration and not transferred prior to the accelerated expiry date, due to the anticipated knowledge by our Sponsor of material undisclosed information which could limit their flexibility), the Warrants forming part of the Class B Units and the Founders' Warrants, in each case issued to our Sponsor, will be identical to the Warrants forming part of the Class A Restricted Voting Units. At or prior to the Closing, each of our Founders will agree pursuant to the Exchange Agreement and Undertaking and the Transfer Restrictions Agreement and Undertaking to certain transfer restrictions in respect of its Class B Units (or any Class B Shares, Warrants or Rights forming part of the Class B Units), Founders' Shares and Founders' Warrants, as applicable. See above "Description of Securities – Class B Shares".

Rights

Prior to the Closing, no Rights will be outstanding. Following the Closing, there will be an aggregate of 12,750,000 Rights (comprised of 12,500,000 Rights forming part of the Class A Restricted Voting Units to be sold to the public and 250,000 Rights forming part of the Class B Units to be sold to our Sponsor) outstanding. In the event the Over-Allotment Option is exercised in full, there will be an aggregate of 14,648,438 Rights (comprised of 14,375,000

Rights forming part of the Class A Restricted Voting Units to be sold to the public and 273,438 Rights forming part of the Class B Units to be sold to our Sponsor).

The Rights forming part of the Class A Restricted Voting Units and the Rights forming part of the Class B Units will be issued at the Closing. It is anticipated that the Rights, the Class A Restricted Voting Shares and the Warrants comprising the Class A Restricted Voting Units will begin trading separately 40 days following the Closing Date (or, if such date is not an Exchange trading day, the next Exchange trading day). Each Right will entitle the holder to receive one-tenth (1/10) of a Class A Restricted Voting Share following the closing of the qualifying transaction (which at such time will represent one-tenth (1/10) of a Class B Share, subject to adjustment under the terms of the qualifying transaction).

Rights will only be converted for a whole number of shares. No fractional shares will be issued upon conversion of the Rights. If, upon conversion of the Rights, a holder would be entitled to receive a fractional interest in a share, we will, upon conversion, round down to the nearest whole number of shares to be issued to the Right holder. As a result, holders must hold Rights in multiples of 10 in order to receive Class B Shares for all of his, her or its Rights following the closing of the qualifying transaction.

The Rights will expire if a qualifying transaction does not occur within the Permitted Timeline. The Rights will not have any access to, or benefit from, the proceeds in the Escrow Account, and will not possess any redemption or distribution rights. The Rights will expire worthless if we fail to consummate our qualifying transaction within the Permitted Timeline. Any Right that has not been converted within two (2) years after the completion of our qualifying transaction shall be null and void.

All Rights are excluded from voting in respect of the qualifying transaction. Holders of Rights will retain such Rights whether they vote for, against or do not vote any Class A Restricted Voting Shares in respect of the qualifying transaction and whether or not they redeem all or a portion of such shares.

The Rights Agreement will provide that the number of Class B Shares issuable on conversion of the Rights may be adjusted in certain circumstances, including in the event of a recapitalization, reorganization, merger or consolidation. The Rights Agreement will also provide the mechanism pursuant to which holders of Rights, including beneficial holders of Rights held through CDS, or its nominee, may convert his, her or its Rights following the closing of the qualifying transaction.

In no event would the Rights be entitled to Escrow Account proceeds. The Right holders do not have the rights or privileges of holders of shares or any voting rights until the Rights are converted following the closing of the qualifying transaction and such holders receive corresponding Class B Shares. After the issuance of the corresponding Class B Shares upon conversion of the Rights, each holder is expected to be entitled to one vote for each Class B Share held of record on all matters to be voted on by shareholders.

The Rights Agent shall, on receipt of a written request of the Corporation or holders of not less than 25% of the aggregate number of Rights then outstanding, convene a meeting of holders of Rights upon at least 21 calendar days' written notice to holders of Rights. Every such meeting shall be held in Toronto, Ontario or at such other place as may be approved or determined by the Rights Agent. A quorum at meetings of holders or Rights shall be two persons present in person or represented by proxy holding or representing more than 20% of the aggregate number of Rights then outstanding.

From time to time, the Corporation and the Rights Agent, without the consent of the holders of Rights, may amend or supplement the Rights Agreement for certain purposes including curing defects or inconsistencies or making any change that does not adversely affect the rights of any holder of Rights. Any amendment or supplement to the Rights Agreement that adversely affects the interests of the holders of Rights may only be made by an "extraordinary resolution", which is defined in the Rights Agreement as a resolution either (i) passed at a meeting of the holders of Rights by the affirmative vote of holders of Rights representing not less than two-thirds of the aggregate number of the then outstanding Rights represented at the meeting and voted on such resolution, or (ii) adopted by an instrument in writing signed by the holders of Rights representing not less than two-thirds of the aggregate number of the then outstanding Rights.

Rights may only be converted by U.S. Persons who are Qualified Institutional Buyers or accredited investors or where the Corporation has otherwise availed itself of an exemption from registration under the U.S. Securities Act.

Make Whole Covenants

Although we will seek to have all vendors, service providers (other than our auditors), prospective qualifying business targets or other entities with which we do business, execute agreements with us waiving any right, title, interest or claim of any kind in or to any monies held in the Escrow Account for the benefit of holders of our Class A Restricted Voting Shares, there is no guarantee that they will execute such agreements or that, even if they execute such agreements, they would be prevented from bringing claims against the Corporation (including amounts held in the Escrow Account) including, but not limited to, fraudulent inducement, breach of fiduciary responsibility or other similar claims, as well as claims challenging the enforceability of the waiver, in each case in order to gain an advantage with respect to a claim against our assets, including the funds held in the Escrow Account. In addition, there is no guarantee that such entities will agree to waive any claims they may have in the future as a result of, or arising out of, any negotiations, contracts or agreements with us and will not seek recourse against the Escrow Account for any reason.

In order to protect the amounts held in the Escrow Account, at or prior to the Closing, and pursuant to the Make Whole Agreement and Undertaking, our Sponsor will agree that, (A) in the event of the liquidation of the Escrow Account upon the occurrence of: the automatic redemption by the Corporation of the Class A Restricted Voting Shares resulting from the inability of the Corporation to complete a qualifying transaction within the Permitted Timeline, or on a Winding-Up, or (B) in the event of an extension to the Permitted Timeline or the completion of a qualifying transaction, it will be liable to us if and to the extent any claims by any third party (other than our auditors) for services rendered or products sold to us, or a prospective qualifying transaction target with which we have entered into, or discussed entering into a transaction agreement, reduce the amount of funds in the Escrow Account to below the lesser of (i) $10.00 (as adjusted for stock splits or combinations, stock dividends, Extraordinary Dividends, reorganizations, recapitalizations and the like) per Class A Restricted Voting Share, or (ii) such lesser amount per Class A Restricted Voting Share held in the Escrow Account as of the date of the full or partial liquidation of the Escrow Account, as applicable, due to reductions in value of the assets held in escrow (other than due to the failure to obtain waivers from such third parties), in the case of both (i) and (ii), less the amount of interest which may be withdrawn to pay taxes, except as to any claims by a third party who executed a waiver of any and all rights to seek access to the Escrow Account, and except as to any claims under our indemnity of the Underwriter against certain liabilities.

We cannot assure investors, however, that our Sponsor would be able to satisfy those obligations. In the event that an executed waiver is deemed to be unenforceable against a third party, our Sponsor will not be responsible to the extent of any liability for such third party claims. We have not independently verified whether our Sponsor has sufficient funds to satisfy its indemnity obligations and, therefore, our Sponsor may not be able to satisfy those obligations. We have not asked our Sponsor to reserve for such eventuality. We believe the likelihood of our Sponsor having to indemnify us as a result of third party claims is limited because we will endeavor to have all vendors and prospective qualifying transaction targets as well as other entities execute agreements with us waiving any right, title, interest or claim of any kind in or to monies held in the Escrow Account. None of our directors or officers will indemnify us for claims by third parties including, without limitation, claims by vendors and prospective qualifying transaction targets.

In the event of an extension to the Permitted Timeline, an automatic redemption, or a Winding-Up, whereby the taxes payable pursuant to Part VI.1 of the Tax Act would cause the amounts paid per share from the Escrow Account to redeeming holders of Class A Restricted Voting Shares to be less than the initial $10.00 invested (as adjusted for stock splits or combinations, stock dividends, Extraordinary Dividends, reorganizations, recapitalizations and the like), our Sponsor will, pursuant to the Make Whole Agreement and Undertaking, be liable to the Corporation for an amount required in order for the Corporation to be able to pay $10.00 (as adjusted for stock splits or combinations, stock dividends, Extraordinary Dividends, reorganizations, recapitalizations and the like) per Class A Restricted Voting Share to redeeming holders of Class A Restricted Voting Shares (but in no event more than the Part VI.1 taxes that would be owing by the Corporation where the amount paid to redeem each applicable Class A Restricted Voting Share would be $10.00 (as adjusted for stock splits or combinations, stock dividends,

Extraordinary Dividends, reorganizations, recapitalizations and the like) per Class A Restricted Voting Share). Other than as described herein, our Sponsor will not be liable to the Corporation for any other reductions to the Escrow Account that would cause the Corporation to pay less than $10.00 per Class A Restricted Voting Share to redeeming holders, including any amount on account of non-resident withholding tax applicable to any deemed dividends that arise on any redemptions.

Our Sponsor is permitted to make direct payments or contributions to the Escrow Account in the manner it determines, for indemnity purposes or otherwise.

In the event that our Sponsor asserts that it is unable to satisfy its indemnification obligations or that it has no indemnification obligations related to a particular claim, our independent directors would determine whether to take legal action against our Sponsor to enforce its indemnification obligations. While we currently expect that our independent directors would take legal action on our behalf against our Sponsor to enforce its indemnification obligations to us, it is possible that our independent directors, in exercising their business judgment, may choose not to do so in any particular instance. Accordingly, we cannot assure investors that due to claims of creditors, the actual value of the per share redemption price will not be substantially less than $10.00 per Class A Restricted Voting Share.

CAPITALIZATION

The following table sets forth our capitalization at November 13, 2017 and as adjusted to give effect to the sale of our Class A Restricted Voting Units, Class B Units, Class B Shares and Founders' Warrants, and the application of the estimated net proceeds derived from the sale of such Class A Restricted Voting Units, Class B Units, Class B Shares and Founders' Warrants:

	As at November 13, 2017		As at November 13, 2017 after giving effect to this Offering, and assuming no exercise of the Over-Allotment Option (in thousands of dollars)[(1)]
Deferred underwriting commissions	$	--	$ 4,375
Class A Restricted Voting Shares subject to redemption[(2)]	$	--	$ 125,000
Founders' Warrants		--	$ 2,500
Shareholders' equity[(3)(4)]		10	(3,276)
Total capitalization	$	10	$ 128,599

(1) Includes the gross proceeds of $125,000,000 and net proceeds to the Corporation (not including the deferred underwriting commissions) of $4,375,000 from the sale of the Class A Restricted Voting Units and the Founders' Warrants (after the initial portion of the underwriting commission and assuming no exercise of the Over-Allotment Option in both cases).

(2) In conjunction with the Shareholders Meeting (if required by the Exchange's rules at the time of the qualifying transaction), we will provide holders of our Class A Restricted Voting Shares with the opportunity to redeem all or a portion of their Class A Restricted Voting Shares, whether they vote for or against, or do not vote on, the qualifying transaction, as further described under "Qualifying Transaction – Redemption Rights on Qualifying Transaction".

(3) Excludes Class A Restricted Voting Shares, which are subject to redemption in connection with our qualifying transaction.

(4) Assumes issue costs of $8,276,000. Issue costs include $7,500,000 of underwriting commissions, of which $3,125,000 are paid in cash upon closing of this Offering, and of the balance of the underwriting commissions, 50.0% of which will be payable and released to the Underwriter upon completion of our qualifying transaction and the Discretionary Deferred Portion will be payable and released only at the Corporation's sole discretion, subject to the terms of the Underwriting Agreement, in whole or in part, and only upon completion of our qualifying transaction.

OPTIONS TO PURCHASE SECURITIES

There are no outstanding options to purchase our Class A Restricted Voting Shares or Class B Shares. We will not issue options or adopt a stock option plan for our officers and directors until our qualifying transaction has been completed.

PRIOR SALES

In connection with incorporation and initial organization of the Corporation, 1 Class B Share is owned by our Sponsor, which share was issued on September 25, 2017. At or prior to Closing, we intend to issue up to a maximum of 3,662,109 Class B Shares (representing the Founders' Shares), as follows:

Date	Number of Class B Shares	Issue price per Class B Share	Aggregate issue price	Nature of consideration received
September 25, 2017	1	$10.00	$10.00	Cash
Prior to Closing	3,662,109 [(1)]	$0.0068	$25,000	Cash

[(1)] Represents the maximum number issuable assuming exercise in full of the Over-Allotment Option.

PRINCIPAL SHAREHOLDERS

The following table shows the names of the persons or companies who, as at the Closing Date, will own of record, or who, to our knowledge, will own beneficially, directly or indirectly, more than 10% of any class or series of our voting securities.

Name	Number of Class B Shares Owned after the Closing[(2)]	Percentage of Outstanding Securities after the Closing[(2)]
Mercer Park CB, L.P. [(1)]	3,420,098 Class B Shares[(3)]	21.459%
Kamaldeep Thindal	8,701 Class B Shares[(3)]	0.055%
Charles Miles	8,701 Class B Shares[(3)]	0.055%

(1) 1 Class B Share is owned by our Sponsor, which share was issued on September 25, 2017 in connection with incorporation and initial organization of the Corporation. Our Sponsor is indirectly controlled by Jonathan Sandelman, who will serve as the Chief Executive Officer, the Chairman, a Director and the Corporate Secretary of the Corporation, and who indirectly owns substantially all of the equity of the Sponsor. Mark Smith, who will serve as the Chief Operating Officer of the Corporation, owns a 5.0% equity interest in the Sponsor.

(2) If the Over-Allotment Option is exercised in full, following the Closing our Sponsor will own (i) an aggregate of 3,440,938 Class B Shares (including 3,642,109 Founders' Shares and including the 273,438 Class B Shares forming part of the 273,438 Class B Units) (and assuming no Class A Restricted Voting Units are purchased by our Sponsor in this Offering), representing 21.384% of the issued and outstanding shares, (ii) an aggregate of 273,438 Class B Units, representing 100% of the issued and outstanding Class B Units, and (iii) an aggregate of 2,734,375 Founders' Warrants, representing 100% of the issued and outstanding Founders' Warrants. If the Over-Allotment Option is exercised in full, following the Closing, the other Founders (excluding our Sponsor) will own an aggregate of 20,000 Class B Shares (comprised of 20,000 Founders' Shares) (and no Class B Units or Founders' Warrants), and assuming no Class A Restricted Voting Units are purchased by such Founder in this Offering, representing 0.11% of the issued and outstanding shares.

(3) With respect to our Sponsor, including 3,170,098 Founders' Shares held by our Sponsor, post-forfeiture of our Sponsor's Over-Allotment Forfeitable Founders' Shares (assuming the Over-Allotment Option is not exercised), and 250,000 Class B Shares forming part of the Class B Units to be purchased by our Sponsor under this prospectus, but before exercise of the Warrants and conversion of the Rights. With respect to each of the other Founders (excluding our Sponsor), including 8,701 Founders' Shares held by such Founder, post-forfeiture of such Founder's Over-Allotment Forfeitable Founders' Shares (assuming the Over-Allotment Option is not exercised), but before exercise of the Warrants and conversion of the Rights.

DIRECTORS AND OFFICERS

Name, Address, Occupation and Security Holding

The following are the names and municipalities of residence of our directors and executive officers, their positions and offices with the Corporation and corresponding start dates, and their principal occupations during the last five years:

Name and Municipality of Residence	Office Held with the Corporation	Director and/or Executive Officer Since	Present Principal Occupation and Positions Held
Jonathan Sandelman New York, NY	Chief Executive Officer, Chairman, Director and Corporate Secretary	September 25, 2017	Chief Executive Officer, Mercer Park, L.P.
Mark Smith Edwards, Colorado	Chief Operating Officer	September 25, 2017	Chief Executive Officer, Green Cross Colorado
Carmelo Marrelli Woodbridge, ON	Chief Financial Officer	September 25, 2017	Chartered Professional Accountant and President, Marrelli Support Services Inc.
Kamaldeep Thindal Langley, BC	Director	September 25, 2017	Managing Partner, Core Capital Partners Inc.
Charles Miles Brooklyn, NY	Director	September 25, 2017	Consultant, Recapture Partners

At the date hereof, as a group, the directors and executive officers do not beneficially own, or control or direct, directly or indirectly, any Class A Restricted Voting Shares and own an aggregate of 1 Class B Share. As a group, the directors and executive officers will beneficially own, or control or direct, directly or indirectly, 3,437,500 Class B Shares (assuming no exercise of the Over-Allotment Option and no purchase of the Class A Restricted Voting Units in this Offering), which will be issued at or prior to the Closing.

All directors are elected on an annual basis, and unless re-elected, the term of office of the directors will expire at each annual meeting of shareholders. As of the Closing Date, the board of directors will be comprised of three (3) directors, two of whom are independent. Pursuant to National Instrument 52-110 – *Audit Committees*, as amended from time to time, an independent director is one who is free from any direct or indirect relationship which could, in the view of the board of directors, be reasonably expected to interfere with a director's exercise of independent judgment.

The Corporation has taken steps to seek to ensure that adequate structures and processes will be in place following the Closing to permit the board of directors to function independently of our management team. It is contemplated that independent directors will hold in-camera sessions without management present at meetings of the board of directors, if considered necessary. A lead director will be appointed in order to ensure appropriate leadership for the independent directors. It is contemplated that the primary responsibilities of the lead director will be to: (i) seek to ensure that appropriate structures and procedures are in place so that the board of directors may function independently of our management team; and (ii) lead the process by which the independent directors seek to ensure that the board of directors represents and protects the interests of all shareholders, particularly with respect to identifying and consummating a qualifying transaction.

We plan to adopt a majority voting policy consistent with the Exchange requirements prior to the first uncontested meeting of shareholders at which directors are to be elected.

The Corporation currently does not have a policy with respect to diversity including with respect to female representation on the board of directors or in executive officer positions. While the Corporation has not established targets for representation of women on the board of directors or in executive officer positions, it fully embraces the benefits of diversity and, accordingly, the Corporation will consider the level of female representation and diversity on the board of directors and management and this will be one of several factors used in any search and selection

process to fill board of directors or executive officer positions, as the need arises, through vacancies, growth or otherwise. Similarly, the Corporation does not have term limits for directors. While there is benefit to adding new perspectives to the board of directors from time to time, there are also benefits to be achieved through continuity and having directors with in-depth knowledge of the Corporation's business.

The officers and directors will devote such time and expertise as is required by us. Time actually spent may vary according to our needs.

The following are brief biographies of the directors and officers of the Corporation:

Management

Jonathan Sandelman, Chief Executive Officer, Chairman, Director and Corporate Secretary

Jonathan (Jon) Sandelman is the Chief Executive Officer of Mercer Park, L.P., the parent of the Sponsor. Prior to this role, he was Chief Executive Officer and Chief Investment Officer of Sandelman Partners, LP. Previously, he was the President of Banc of America Securities and former Head of Debt and Equities at Banc of America Securities. While at Banc of America Securities, he served as a member of the company's Operating Committee, Banc of America Securities Leadership Committee and The Global Corporate and Investment Banking Compensation Committee. As Head of Debt and Equities, Mr. Sandelman was responsible for all of market risk and the strategic direction of the firm's trading, distribution and new products development efforts. He oversaw the firm's capital markets function in coordination with the head of banking. Mr. Sandelman began his career with Banc of America Securities in 1998 as head of the Equity Financial Products business, and he became head of Equities in 2002. He was appointed President of Banc of America Securities in early 2004. Prior to joining Banc of America, he was deputy head of Global Equities and Managing Director of equity derivatives and proprietary trading at Salomon Brothers and a member of the firm's Risk Management Committee and Compensation Committee. Mr. Sandelman has been honored with Global Finance's prestigious "Derivative Superstar" award and Derivative Week's "Innovator of the Year." Mr. Sandelman earned a Bachelor of Science (BS) from Adelphi University and earned his law degree (Juris Doctor) from Cardozo School of Law.

Mark Smith, Chief Operating Officer

Mark Smith is the Chief Executive Officer of Green Cross Colorado, Green Cross Nevada and Tumbleweed Companies. Mr. Smith oversees a multi-state operation in the marijuana industry with business units consisting of two marijuana manufacturing facilities in Colorado producing a variety of products including CannaPunch, Highly Edible and Dutch Girl Edibles. He also oversees two similar manufacturing facilities in Nevada producing like products for that market. Mr. Smith also oversees and develops dispensaries under the Tumbleweed brand and currently, the company has seven operating dispensaries. Prior to his current employment, and for approximately five years, Mr. Smith was the owner and Chief Executive Officer of a pawnshop company, whereby he built up a large chain of stores through acquisition and greenfield development culminating in a total of 13 stores. Mr. Smith subsequently sold this business to a publicly-held company, EZ Pawn. Prior to the acquisition, Mr. Smith previously owned and developed multiple franchise businesses in the auto industry. Mr. Smith received his Bachelor of Arts from Gustavus Adolphus College and Juris Doctor degree from Hamline School of Law.

Carmelo Marrelli, Chief Financial Officer

Carmelo Marrelli is the principal of Marrelli Support Services Inc., a firm that has delivered accounting and regulatory compliance services to listed companies on various exchanges for over twenty years. In addition, Mr. Marrelli also controls DSA Corporate Services Inc., a firm providing corporate secretarial and regulatory filing services. Mr. Marrelli is a Chartered Professional Accountant (CPA, CA, CGA), and a member of the Institute of Chartered Secretaries and Administrators, a professional body that certifies corporate secretaries. He received a Bachelor of Commerce degree from the University of Toronto.

Other Members of our Board of Directors

Kamaldeep Thindal, Director

Kamaldeep (Kam) Thindal is a co-founder of Core Capital Partners (formerly Hamza Thindal Capital Corp.) and serves as the firm's Managing Partner. Prior to founding Core, Mr. Thindal spent five years as an independent capital markets advisor for a number of TSX Venture Exchange listed companies. Over the course of that time, he was involved in several financings across multiples sectors. For the past five years, Mr. Thindal has sourced investments, negotiated financings and acquisitions in various sectors with a particular focus on Biotech, Health Care and Special Situations. He has been involved in leading transactions in both private and public companies. Prior to his career in venture capital, Mr. Thindal spent five years at a private manufacturing company in Vancouver, Canada where he helped restructure the company, optimize operations, introduce new products and evolve the company from a family run business to a multi-national brand. He holds a Bachelor of Technology in Technology Management from the British Columbia Institute of Technology.

Charles Miles, Director

Charles (Charlie) Miles is a Managing Director at Recapture Partners, which is a venture capital company that advises, invests and raises money in early stage Fintech companies. Prior to this role, he worked at Bloomberg LLP as an equity option trader. Prior to his tenure at Bloomberg, he was a volatility arbitrage hedge fund portfolio manager and Managing Director at Deutsche Bank. He also was a portfolio manager at Del Mar Asset Management, and started his own hedge fund, Claris Capital Management. He began his career at Salomon Brothers, where he was involved in equity research, quantitative portfolio management and equity derivatives sales and management. As a Managing Director at Salomon Brothers and Citibank, he ran one of the most successful equity derivatives sales teams on Wall Street during a time of unprecedented growth in the product. Mr. Miles received his Bachelor of Arts in Economics and Political Science from Middlebury College.

Audit Committee

The Corporation's audit committee (the "**Audit Committee**") is composed of a minimum of three directors, each of whom is and must at all times be financially literate and, by one year following the date of the receipt for the final prospectus, each of whom must be independent within the meaning of NI 52-110. As of the Closing Date, the Audit Committee will be composed of Kamaldeep Thindal (as Chair), Charles Miles and Jonathan Sandelman, the majority of whom are independent. The relevant education and experience of each member of the Audit Committee is described as part of their respective biographies above under "Name, Address, Occupation and Security Holding".

The board of directors has determined that the exemption in Section 3.2(2) of NI 52-110 is available and has determined that reliance on such exemption will not materially adversely affect the ability of the Audit Committee to act independently and to satisfy the other requirements of NI 52–110. The exemption in Section 3.2(2) of NI 52–110 relieves an issuer for a period of up to one year after it becomes a reporting issuer from the requirement that every audit committee member be independent, provided that a majority of the audit committee members are independent and the issuer's board of directors makes the determination in the preceding sentence.

The board of directors of the Corporation has adopted a written charter for the Audit Committee (the "**Charter of the Audit Committee**"), which sets out the Audit Committee's responsibility in reviewing and approving the financial statements of the Corporation and public disclosure documents containing financial information and reporting on such review to the board of directors of the Corporation, ensuring that adequate procedures are in place for the reviewing of the Corporation's public disclosure documents that contain financial information, overseeing the work and reviewing the independence of the external auditors. The text of the Charter of the Audit Committee that has been adopted is attached to this prospectus as Appendix A.

Conflicts of Interest

Investors should be aware of the following potential conflicts of interest, among others, to which some of our directors and officers will or may be subject in connection with our operations:

- None of our officers and directors is required to commit their full time to our affairs and, accordingly, they may be susceptible to conflicts of interest in allocating their time among various business activities.

- In the course of their other business activities, our officers and directors may owe similar or other duties, and may have obligations, to other entities or pursuant to other outside business arrangements, including seeking and presenting investment and business opportunities. Our officers and directors are not required to present investment and business opportunities to the Corporation in priority to other entities with which they are affiliated or to which they owe duties.

- Our officers and directors may in the future become affiliated with entities, including other special purpose acquisition corporations, engaged in business activities similar to those intended to be conducted by the Corporation.

- Unless we consummate our initial qualifying transaction, our Sponsor, officers, directors or special advisors, or their respective affiliates or our affiliates, will not receive reimbursement for any out-of-pocket expenses incurred by them to the extent that such expenses exceed the amount of proceeds not deposited in the Escrow Account.

Our management and board of directors do not intend to put forward a target business candidate or prospective qualifying transaction for shareholder approval unless our Sponsor has agreed in advance to support or to vote all of its shares then held, being its respective Founders' Shares, Class B Shares (forming part of the Class B Units) and any Class A Restricted Voting Shares purchased during or after this Offering, in favour of, the qualifying transaction.

Each of our Sponsor, our executive officers and our directors has agreed, pursuant to a written letter agreement, (i) to support or to vote all of its shares then held, being its respective Founders' Shares, Class B Shares (forming part of the Class B Units) and any Class A Restricted Voting Shares purchased during or after this Offering, as applicable, in favour of any qualifying transaction put forward for a shareholders' vote, and (ii) not to (in the case of executive officers and directors, while they are executive officers or directors) participate in the formation of, or become an officer or director of, any other Canadian special purpose acquisition corporation, or listed special purpose acquisition corporation, as applicable, until we have entered into a definitive agreement regarding our initial qualifying transaction or we have failed to complete our initial qualifying transaction within the Permitted Timeline or the effective date of the Winding-Up or dissolution of the Corporation. After we have entered into a definitive agreement regarding a qualifying transaction, our Sponsor would be permitted to pursue new special purpose acquisition corporations.

Subject to the following, in no event will our Founders or any of our officers or directors be paid any fees or other compensation (for greater certainty, excluding reimbursement of expenses), including finder's fees, consulting fees or other compensation on the closing of our qualifying transaction for services rendered in order to effect a qualifying transaction, except that members of our board of directors who are not employees of the Corporation or our Sponsor may receive finder's fees if such fees are expressly approved by a majority of our unconflicted directors, being the other directors who do not have a conflict of interest in respect of the proposed acquisition, and subject to any required Exchange consent. The material terms of such finder's fee or similar compensation would be disclosed in our information circular related to the Shareholders Meeting, or otherwise publicly disclosed, including, as applicable, the fees payable, the payor of such finder's fee or similar compensation, the basis for payment and a description of the services provided by the independent director in exchange for the compensation.

We have no present intention to enter into a qualifying transaction with a target business that is affiliated with any of our Sponsor, officers or directors; however, we are not prohibited from pursuing a qualifying transaction with a company that is affiliated with any of our Sponsor, officers or directors. In the event we seek to complete our qualifying transaction with a company that is affiliated with any of our Sponsor, officers or directors, in addition to any requirements imposed by applicable law, we, or a committee of independent directors, would, in connection with the Shareholders Meeting to approve such qualifying transaction (if required by the Exchange rules at the time of the qualifying transaction), be required to obtain an opinion from a qualified person concluding that our

qualifying transaction is fair to us or our shareholders from a financial point of view. In addition, if the qualifying transaction involves a related party, the transaction may be subject to the minority shareholder protections of MI 61-101, which would, in certain circumstances, require approval by minority shareholders and/or an independent valuation. The Exchange may also impose additional requirements in such circumstances. Further, pursuant to the requirements of the Business Corporations Act in this respect, officers and directors will be required to recuse themselves from our consideration of a potential acquisition involving a conflict of interest.

In order to protect the amounts held in the Escrow Account, at or prior to the Closing, and pursuant to the Make Whole Agreement and Undertaking, our Sponsor will agree that, (A) in the event of the liquidation of the Escrow Account upon the occurrence of: the automatic redemption by the Corporation of the Class A Restricted Voting Shares resulting from the inability of the Corporation to complete a qualifying transaction within the Permitted Timeline, or on a Winding-Up, or (B) in the event of an extension to the Permitted Timeline or the completion of a qualifying transaction, it will be liable to us if and to the extent any claims by any third party (other than our auditors) for services rendered or products sold to us, or a prospective qualifying transaction target with which we have entered into, or discussed entering into a transaction agreement, reduce the amount of funds in the Escrow Account to below the lesser of (i) $10.00 (as adjusted for stock splits or combinations, stock dividends, Extraordinary Dividends, reorganizations, recapitalizations and the like) per Class A Restricted Voting Share, or (ii) such lesser amount per Class A Restricted Voting Share held in the Escrow Account as of the date of the full or partial liquidation of the Escrow Account, as applicable, due to reductions in value of the assets held in escrow (other than due to the failure to obtain waivers from such third parties), in the case of both (i) and (ii), less the amount of interest which may be withdrawn to pay taxes, except as to any claims by a third party who executed a waiver of any and all rights to seek access to the Escrow Account, and except as to any claims under our indemnity of the Underwriter against certain liabilities.

In the event of an extension to the Permitted Timeline, an automatic redemption, or a Winding-Up, whereby the taxes payable pursuant to Part VI.1 of the Tax Act would cause the amounts paid per share from the Escrow Account to redeeming holders of Class A Restricted Voting Shares to be less than the initial $10.00 invested (as adjusted for stock splits or combinations, stock dividends, Extraordinary Dividends, reorganizations, recapitalizations and the like), our Sponsor will, pursuant to the Make Whole Agreement and Undertaking, be liable to the Corporation for an amount required in order for the Corporation to be able to pay $10.00 (as adjusted for stock splits or combinations, stock dividends, Extraordinary Dividends, reorganizations, recapitalizations and the like) per Class A Restricted Voting Share to redeeming holders of Class A Restricted Voting Shares (but in no event more than the Part VI.1 taxes that would be owing by the Corporation where the amount paid to redeem each applicable Class A Restricted Voting Share would be $10.00 (as adjusted for stock splits or combinations, stock dividends, Extraordinary Dividends, reorganizations, recapitalizations and the like) per Class A Restricted Voting Share). Other than as described herein, our Sponsor will not be liable to the Corporation for any other reductions to the Escrow Account that would cause the Corporation to pay less than $10.00 per Class A Restricted Voting Share to redeeming holders, including any amount on account of non-resident withholding tax applicable to any deemed dividends that arise on any redemptions.

Our Sponsor is permitted to make direct payments or contributions to the Escrow Account in the manner it determines, for indemnity purposes or otherwise. See “Description of Securities – Make Whole Covenants”.

As part of the administrative services agreement entered into with our Sponsor for the payment of $10,000 (plus applicable taxes) per month, the Corporation may, as needed and as may be approved by the board of directors, from time to time, both prior to and following our qualifying transaction, enter into service agreements with related parties or qualified affiliates of related parties for, but not limited to, various administrative, managerial or operational services or to help effect our qualifying transaction.

Although some of our officers and directors may enter into employment or consulting agreements with the acquired business following our qualifying transaction, the presence or absence of any such arrangements will not be used as a criterion in our selection process of an acquisition target.

Conflicts, if any, will be subject to the procedures as provided under the Business Corporations Act and applicable securities laws.

Indemnification and Insurance

The Corporation intends to maintain a director and officer insurance program to limit the Corporation's exposure to claims against, and to protect, its directors and officers. In addition, following the completion of this Offering, the Corporation will enter into indemnification agreements with each of its directors and officers. The indemnification agreements will generally require that the Corporation indemnify and hold the indemnitees harmless to the greatest extent permitted by law for liabilities arising out of the indemnitees' service to the Corporation as directors and officers, provided that the indemnitees acted honestly and in good faith and in a manner the indemnitees reasonably believed to be in, or not opposed to, the Corporation's best interests and, with respect to criminal and administrative actions or proceedings that are enforced by monetary penalty, the indemnitees had no reasonable grounds to believe that his or her conduct was unlawful. The indemnification agreements also provide for the advancement of defence expenses to the indemnitees by the Corporation. Statutory indemnification rights also apply. The funds in the Escrow Account will not be accessible to cover any of the foregoing indemnities.

Corporate Cease Trade Orders, Bankruptcies, Penalties or Sanctions

None of our directors and officers is, or within ten years prior to the date hereof has been, a director, chief executive officer or chief financial officer of any company (including the Corporation) that (i) was subject to a cease trade order, an order similar to a cease trade order, or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days, that was issued while the director or officer was acting in the capacity as director, chief executive officer or chief financial officer, or (ii) was subject to a cease trade order, an order similar to a cease trade order, or an order that denied the relevant company access to any exemption under securities legislation, that was in effect for a period of more than 30 consecutive days, that was issued after the director or officer ceased to be a director, chief executive officer or chief financial officer and which resulted from an event that occurred while that person was acting in the capacity as director, chief executive officer or chief financial officer.

None of our directors and officers is, or (i) within ten years prior to the date hereof has been, a director or executive officer of any company (including the Corporation) that, while that person was acting in that capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets, or (ii) has, within ten years prior to the date hereof, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the director or executive officer.

Except for the following, none of our directors and officers has been subject to (i) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority, or (ii) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to invest in the Corporation.

In August 2013, litigation was commenced against Inspiration Mining Corporation, Nitinat Minerals Corp., and certain present and past directors and officers of the companies, including Mr. Marrelli, the Chief Financial Officer of Nitinat Minerals at the time, in the Superior Court of Justice in Toronto. Certain shareholders of Nitinat Minerals Corp. alleged that there had been certain misrepresentations made (although misrepresentation was not alleged as a cause of action) and that certain actions were oppressive and caused undue prejudice and disregarded the interests of the plaintiffs in Inspiration Mining Corporation. The defendants denied the plaintiffs' claims and filed a Statement of Defense in May 2016. The claim of one shareholder was dismissed in April 2016. On June 28, 2017, the five remaining plaintiffs settled with the defendants. The proceeds of the settlement were funded entirely by a policy of insurance, and there was no admission of liability as part of the settlement.

On February 17, 2017, a purported shareholder of SITO Mobile Ltd. ("**SITO**"), commenced a class action against SITO and certain former officers and directors, in the United States District Court for the District of New Jersey, alleging violations of the Securities Exchange Act of 1934 and SEC regulations promulgated thereunder. On June

22, 2017, after being appointed lead plaintiffs, Red Oak Fund, L.P. and certain affiliated funds filed an amended complaint adding defendant Jonathan Sandelman, along with the other directors and officers who signed the registration statement and supplement for the September 16, 2016 offering of SITO stock, alleging violations of the Securities Exchange Act of 1934 and SEC regulations promulgated thereunder, and the U.S. Securities Act, claiming that the registration statement and prospectus failed to contain certain material facts about SITO's business, and that other statements made between August 15, 2016 and January 2, 2017, were materially false or misleading. On September 1, 2017, defendants moved to dismiss the amended complaint. That motion is pending. Discovery has not commenced and no trial date is set in this action.

Agent for Service of Process

Each of Jonathan Sandelman and Charles Miles, who are directors of the Corporation, as well as our Sponsor, Mercer Park CB, L.P., reside or is otherwise organized outside of Canada. Each of the foregoing have appointed 152928 Canada Inc., c/o Stikeman Elliott LLP, 5300 Commerce Court West, 199 Bay Street, Toronto, Ontario, Canada, M5L 1B9, as agent for service of process. Investors are advised that it may not be possible to enforce judgments obtained in Canada against any person that resides or is otherwise organized outside of Canada even if the party has appointed an agent for service of process.

EXECUTIVE COMPENSATION AND OTHER PAYMENTS

There will be no salaries, consulting fees, management contract fees or directors' fees, finder's fees, loans, bonuses, deposits or similar payments to our officers, directors or special advisors, directly or indirectly, for services rendered to us prior to or in connection with the completion of our initial qualifying transaction, or other payments to insiders prior to or in connection with the completion of our initial qualifying transaction, other than (i) repayment of unsecured loans, and any interest thereon, which may be made by our Sponsor, (ii) the payment of $10,000 (plus applicable taxes) per month for administrative and related services pursuant to an administrative services agreement entered into with our Sponsor which, if applicable, may include payment for services of related parties or qualified affiliates of related parties, for, but not limited to, various administrative, managerial or operational services or to help effect our qualifying transaction, reimbursement of reasonable out-of-pocket expenses incurred by the above-noted persons in connection with certain activities performed on our behalf, such as identifying possible business targets and qualifying transactions, performing business due diligence on suitable target businesses and qualifying transactions as well as traveling to and from the offices, plants or similar locations of prospective target businesses to examine their operations, and (iii) if approved by a majority of our unconflicted directors (being the other directors who do not have a conflict of interest in respect of the proposed acquisition), and subject to any required Exchange consent, payment of a customary finder's fee, consulting fee or other similar compensation to members of our board of directors who are not employees of the Corporation or Sponsor for services rendered in order to effect a qualifying transaction, none of which will be made from the proceeds of this Offering held in the Escrow Account prior to the completion of the qualifying transaction.

There is no limit on the amount of out-of-pocket expenses reimbursable by us; provided, however, that to the extent such expenses exceed the available proceeds not deposited in the Escrow Account, such expenses would not be reimbursed by us unless we consummate a qualifying transaction.

Our board of directors will review and be required to approve all payments made by us to our Founders, officers, directors or special advisors, or our affiliates or associates or their respective affiliates or associates, with any interested director abstaining from such review and approval, except for certain exceptions as described herein.

Following completion of the qualifying transaction, it is anticipated that we will pay compensation to our directors and officers. Members of our management team who remain with the Corporation following our qualifying transaction may be paid consulting, management or other fees from the resulting issuer of the qualifying transaction with any and all amounts being fully disclosed to shareholders, to the extent then known, in the information circular that will be prepared and furnished to our shareholders in connection with any proposed qualifying transaction.

RISK FACTORS

An investment in our securities involves a high degree of risk and the securities must be considered highly speculative. You should consider carefully all of the risks described below, together with the other information contained in this prospectus, before making a decision to invest in our Class A Restricted Voting Units. If any of the following events occur, our business, financial condition and operating results may be materially adversely affected. In that event, the trading price of our securities could decline, and you could lose all or part of your investment.

The risk factors outlined below are not a definitive list of all risk factors associated with an investment in the securities offered hereunder. Additional risks and uncertainties not presently known to us, or which we currently deem not to be material, may also have a material adverse effect. Prospective investors should consider carefully all of the information set out in this prospectus and the risks attaching to an investment in us before making any investment decision and consult with their own professional advisors where necessary.

We are a newly incorporated company with no operating history and no revenues, and you have no basis on which to evaluate our ability to achieve our business objective.

We are a recently incorporated company with no operating results, and we will not commence operations until obtaining funding through this Offering. Because we lack an operating history, investors have no basis upon which to evaluate our ability to achieve our business objective of completing our qualifying transaction with one or more target businesses. We have no plans, arrangements or understandings and have had no substantive discussions directly or indirectly with any prospective target business concerning our qualifying transaction and may be unable to complete our qualifying transaction within the Permitted Timeline. If we fail to complete our qualifying transaction, we will never generate any operating revenues.

The ability of our holders of Class A Restricted Voting Shares to redeem their Class A Restricted Voting Shares for cash may make our financial condition unattractive to potential qualifying transaction targets, which may make it difficult for us to enter into our qualifying transaction with a target.

We may enter into a transaction agreement with a prospective target that requires as a closing condition that we have a minimum net worth or a certain amount of cash. If too many holders of Class A Restricted Voting Shares exercise their redemption rights, we may not be able to meet such closing condition, and as a result, would not be able to proceed with the qualifying transaction. If accepting all properly submitted redemption requests would cause our net cash or net tangible assets to be less than the amount necessary to satisfy a closing condition as described above, we would not be able to proceed with such redemption and the related qualifying transaction and may instead search for an alternate qualifying transaction. Prospective targets would be aware of these risks and, thus, may be reluctant to enter into our qualifying transaction with us.

The requirement that we complete our qualifying transaction within the Permitted Timeline may give potential target businesses leverage over us in negotiating our qualifying transaction and may decrease our ability to conduct due diligence on potential acquisition targets as we approach the end of the Permitted Timeline, which could undermine our ability to consummate our qualifying transaction on terms that would produce value for our shareholders.

Any potential target business with which we enter into negotiations concerning our qualifying transaction will be aware that we must consummate our qualifying transaction within 18 months from the Closing, as it may be extended or shortened. Consequently, such target businesses may obtain leverage over us in negotiating our qualifying transaction, knowing that if we do not complete our qualifying transaction with that particular target business, we may be unable to complete our qualifying transaction with any target business. This risk will increase as we get closer to the timeframe described above. In addition, we may have limited time to conduct due diligence and may enter into our qualifying transaction on terms that we would have rejected upon a more comprehensive investigation.

We may not be able to consummate our qualifying transaction within the Permitted Timeline, in which case we would redeem our Class A Restricted Voting Shares.

We must complete our qualifying transaction within the Permitted Timeline; however, we may not be able to find a suitable target business and consummate our qualifying transaction within such time period. If we are unable to consummate our qualifying transaction within the Permitted Timeline, we will be required to redeem 100% of the outstanding Class A Restricted Voting Shares, as described herein.

Because of our limited resources and the significant competition for acquisition opportunities of target businesses, it may be difficult for us to complete our qualifying transaction. If we are unable to complete our qualifying transaction, our Warrants and Rights will expire worthless.

We expect to encounter intense competition from other entities having a business objective similar to ours, including private investors, pension funds and private equity firms, other prospective special purpose acquisition corporations and other entities, domestic and international, competing for the types of businesses we intend to acquire. Many of these individuals and entities are well-established and have significant experience identifying and effecting, directly or indirectly, acquisitions of companies operating in or providing services to various industries. Some of these competitors may possess greater technical, human and other resources than we do and our financial resources will be relatively limited when contrasted with those of many of these competitors. While we believe there are numerous target businesses we could potentially acquire with the net proceeds of this Offering, our ability to compete with respect to the acquisition of certain target businesses that are sizeable will be limited by our available financial resources. This inherent competitive limitation gives others an advantage in pursuing the acquisition of certain target businesses. If we are unable to complete our qualifying transaction, our Class A Restricted Voting Shares would be redeemed, as provided herein, and our Warrants and Rights (including the Warrants and Rights underlying the Class A Restricted Voting Units and the Class B Units and the Founders' Warrants) will expire worthless.

Holders of Rights and Warrants will not have redemption rights.

If we are unable to complete our qualifying transaction within the Permitted Timeline, the Rights and Warrants will expire worthless and holders will not have any access to, or benefit from, the proceeds in the Escrow Account.

Our ability to consummate an attractive qualifying transaction may be impacted by the market for initial public offerings.

It is very likely that our target will want to be a public reporting company. If the market for initial public offerings is limited, we believe that there will be a greater number of attractive target businesses open to being acquired by us as a means to achieve publicly held status. Alternatively, if the market for initial public offerings is robust, we believe that there will be fewer attractive target businesses amenable to being acquired by us to become a public reporting company. Accordingly, during periods with strong public offering markets, it may be more difficult for us to complete our initial qualifying transaction.

If the net proceeds of this Offering not being held in the Escrow Account (including the net remaining proceeds of the sale of the Class B Shares, Class B Units and the Founders' Warrants) are insufficient to allow us to operate for at least the period preceding the end of the Permitted Timeline, we may be unable to complete our qualifying transaction.

The funds available to us outside of the Escrow Account (including the net remaining proceeds of the sale of the Founders' Warrants) may not be sufficient to allow us to operate for the next 21 to 24 months from the Closing, assuming that our qualifying transaction is not consummated during that time. Of the funds available to us, we could use a portion of the funds to pay fees to consultants to assist us with our search for a target business. We could also use a portion of the funds as a down payment with respect to a particular proposed qualifying transaction, although we do not have any current intention to do so. If we are unable to fund such down payments, our ability to close a contemplated transaction could be impaired.

If third parties bring claims against us, the proceeds held in the Escrow Account could be reduced and the per share redemption amount received by holders of Class A Restricted Voting Shares may be less than $10.00 per share.

Our placing of funds in the Escrow Account may not protect those funds from third party claims against us. Given that we will not have access to the escrowed funds except under certain permitted circumstances with respect to payment of taxes and of redemptions, and that the funds we hold which are not held in escrow are intended to be used in accordance with our estimates in the "Use of Proceeds" section, we may not have the financial resources to defend a potential claim, nor may we have the ability to sue to enforce a potential claim. Although we will seek, where practicable, to have material vendors, service providers, prospective target businesses or other entities with which we do business execute agreements to waive any right, title, interest or claim of any kind in or to any monies held in the Escrow Account, such parties may not execute such agreements, or even if they execute such agreements they may not be prevented from bringing claims against the Escrow Account.

At or prior to the Closing, and pursuant to the Make Whole Agreement and Undertaking, our Sponsor will agree that (A) in the event of the liquidation of the Escrow Account upon the occurrence of: the automatic redemption by the Corporation of the Class A Restricted Voting Shares resulting from the inability of the Corporation to complete a qualifying transaction within the Permitted Timeline, or on a Winding-Up, or (B) in the event of an extension to the Permitted Timeline or the completion of a qualifying transaction, it will be liable to us if and to the extent any claims by any third party (other than our auditors) for services rendered or products sold to us, or a prospective qualifying transaction target with which we have entered into, or discussed entering into a transaction agreement, reduce the amount of funds in the Escrow Account to below the lesser of (i) $10.00 (as adjusted for stock splits or combinations, stock dividends, Extraordinary Dividends, reorganizations, recapitalizations and the like) per Class A Restricted Voting Share, or (ii) such lesser amount per Class A Restricted Voting Share held in the Escrow Account as of the date of the full or partial liquidation of the Escrow Account, as applicable. due to reductions in the value of the assets held in escrow (other than due to the failure to obtain waivers from such third parties), in the case of both (i) and (ii), less the amount of interest which may be withdrawn to pay taxes, except as to any claims by a third party who executed a waiver of any and all rights to seek access to the Escrow Account, and except as to any claims under our indemnity of the Underwriter against certain liabilities. Moreover, in the event that an executed waiver is deemed to be unenforceable against a third party, our Sponsor will not be responsible to the extent of any liability for such third party claims. We have not independently verified whether our Sponsor has sufficient funds to satisfy its indemnity obligations and, therefore, our Sponsor may not be able to satisfy those obligations. We have not asked our Sponsor to reserve for such eventuality.

Our directors may decide not to enforce the indemnification obligations of our Sponsor, resulting in a reduction in the amount of funds in the Escrow Account available for distribution to holders of our Class A Restricted Voting Shares.

In the event that the proceeds in the Escrow Account are reduced below the lesser of (i) $10.00 (as adjusted for stock splits or combinations, stock dividends, Extraordinary Dividends, reorganizations, recapitalizations and the like) per Class A Restricted Voting Share, or (ii) such lesser amount per share held in the Escrow Account as of the date of the full or partial liquidation of the Escrow Account, as applicable, due to reductions in the value of the escrow assets, in the case of both (i) and (ii), less the amount of interest which may be withdrawn to pay taxes, except as to claims by a third party who executed a waiver, or by our auditors or the Underwriter, and our Sponsor asserts that it is unable to satisfy its obligations or that it has no indemnification obligations related to a particular claim, our independent directors would determine whether to take legal action against our Sponsor to enforce its indemnification obligations. While we currently expect that our independent directors would take legal action on our behalf against our Sponsor to enforce its indemnification obligations to us, it is possible that our independent directors, in exercising their business judgment, may choose not to do so in any particular instance. If our independent directors choose not to enforce these indemnification obligations, the amount of funds in the Escrow Account available for distribution to holders of our Class A Restricted Voting Shares may be reduced below $10.00 per share.

Our management and board of directors do not intend to put forward a target business candidate or prospective qualifying transaction for shareholder approval unless our Sponsor has agreed in advance to support or to vote all of its shares then held in favour of the qualifying transaction.

Our management and board of directors do not intend to put forward a target business candidate or prospective qualifying transaction for shareholder approval unless our Sponsor has agreed in advance to support or to vote all of

its shares then held, being its respective Founders' Shares, Class B Shares (forming part of the Class B Units) and any Class A Restricted Voting Shares purchased during or after this Offering, in favour of, the qualifying transaction. Upon the Closing, it is intended that our Founders' Shares, which will be held by our Sponsor and also by our directors who are not employees of the Corporation or our Sponsor, will represent approximately 20.0% of our issued and outstanding shares (including all Class A Restricted Voting Shares and Class B Shares, but assuming no exercise of the Warrants or conversion of the Rights). Accordingly, with the inclusion of our Class B Shares forming part of the Class B Units that our Sponsor intends to purchase (and assuming that our Founders do not purchase any Class A Restricted Voting Units in this Offering), our Founders will hold approximately a 21.57% voting interest to vote on the qualifying transaction (assuming no exercise of the Over-Allotment Option) and a 21.49% voting interest (assuming exercise of the Over-Allotment Option in full). Further, given the forfeiture and transfer restrictions placed on the shares held by our Sponsor until the completion of our qualifying transaction, our Sponsor may be incentivized to support and vote for a transaction even if not the most commercially beneficial to the Corporation. For the foregoing reasons, our Sponsor may significantly influence the vote on the qualifying transaction, which it may be inclined to do given the difference in economic interests of our Sponsor as compared to the holders of Class A Restricted Voting Shares.

Our Sponsor, directors, officers or their affiliates may elect to purchase Class A Restricted Voting Shares which may influence a vote on a proposed qualifying transaction.

Class A Restricted Voting Shares purchased by our officers, directors, Sponsor or their affiliates, for investment or other purposes, may be entitled to be voted at the Shareholders Meeting (if required by the Exchange rules at the time of the qualifying transaction), and could therefore increase the likelihood of obtaining shareholder approval of the qualifying transaction or to satisfy a closing condition in an agreement with a target that requires us to have a minimum net worth or a certain amount of cash at closing. This may result in the completion of a qualifying transaction that may not otherwise have been possible.

The ability of our shareholders to exercise redemption rights with respect to a large number of our Class A Restricted Voting Shares may not allow us to complete the most desirable qualifying transaction or optimize our capital structure.

At the time we enter into an agreement for our qualifying transaction, we will not know how many holders of our Class A Restricted Voting Shares may exercise their redemption rights, and therefore will need to structure the transaction based on our expectations as to the number of Class A Restricted Voting Shares that will be submitted for redemption. This consideration may limit our ability to complete the most desirable qualifying transaction available to us or optimize our capital structure.

Our key personnel may negotiate employment or consulting agreements with a target business in connection with a qualifying transaction. These agreements may provide for them to receive compensation following our qualifying transaction and as a result, may cause them to have different interests in determining whether a particular qualifying transaction is the most advantageous.

Our key personnel may choose to, or be asked to, remain with the Corporation after the completion of our qualifying transaction, and if so, they may negotiate employment or consulting agreements in connection with the transaction. Such negotiations may take place simultaneously with the negotiation of the qualifying transaction and could provide for such individuals to receive compensation in the form of cash payments and/or our securities for services they would render to the company after the completion of our qualifying transaction. The personal and financial interests of such individuals may influence their motivation in identifying and selecting a target business. However, the decision of our board of directors as to whether or not we will put any potential qualifying transaction to a shareholder vote will be based on a variety of factors, and we do not believe the ability of such individuals to remain with us after the completion of our qualifying transaction will be the determining factor in our decision.

Each of our Founders will lose its investment in us if our qualifying transaction is not completed and their holdings of Founders' Shares may create financial incentives that differ compared to holders of Class A Restricted Voting Shares.

Our Founders will not be entitled to redeem their Founders' Shares and our Sponsor will not be entitled to redeem its Class B Units (including their underlying securities) or its Founders' Warrants in connection with a qualifying transaction or entitled to access to the Escrow Account in respect thereof or in respect of our Winding-Up. In addition, following completion of the qualifying transaction, the Founders' Shares and the Founders' Warrants will be subject to certain transfer and resale restrictions, subject to applicable securities laws and other exceptions described in this prospectus. See "Description of Securities – Class B Shares". At or prior to the Closing, our Founders will have purchased an aggregate of 3,187,500 Founders' Shares (up to 3,662,109 Founders' Shares if the Over-Allotment Option is exercised in full) for approximately $0.0078 per Founders' Share, and our Sponsor will have purchased an aggregate of 2,500,000 Founders' Warrants (assuming no exercise of the Over-Allotment Option) at a price of $1.00 per Founders' Warrant. The average cost per Founders' Share owned by the Founders will be approximately $$0.0078 (assuming no exercise of the Over-Allotment Option), as compared to an average cost per share of $10.00 for holders of Class A Restricted Voting Shares (in each case assuming no value is attributed to the underlying Warrants or Rights).

Simultaneously with the Closing, our Sponsor intends to purchase 250,000 Class B Units (assuming no exercise of the Over-Allotment Option), each Class B Unit consisting of one Class B Share, one Warrant and one Right, for an aggregate purchase price of $2,500,000. The average cost per Class B Unit owned by our Sponsor will be $10.00, as compared to an average cost per share of $10.00 for holders of Class A Restricted Voting Shares (in each case assuming no value is attributed to associated Warrants or Rights). As a result, the personal and financial interests of our Sponsor may influence the identifying and selecting of a qualifying transaction, the voting of the qualifying transaction and the operation of the business following our qualifying transaction. Notwithstanding the foregoing, holders of Class A Restricted Voting Shares can elect to redeem all or a portion of their Class A Restricted Voting Shares in connection with the completion of our qualifying transaction, whether they vote for or against, or do not vote on, the qualifying transaction. See "Qualifying Transaction – Redemption Rights on Qualifying Transaction".

Because there may be other companies with a business plan similar to ours seeking to effect a qualifying transaction, and specifically in Canada, it may be more difficult for us to complete a qualifying transaction.

Other Canadian special purpose acquisition companies exist or may be created to pursue qualifying transactions. Such other Canadian special purpose acquisition companies may consummate a qualifying transaction in any industry they choose, and so we may be subject to competition from these and other companies seeking to consummate a business plan similar to ours. Accordingly, we cannot assure investors that we will be able to successfully compete for an attractive qualifying transaction and, because of this competition, we cannot assure investors that we will be able to complete a qualifying transaction within the required time period.

Changes in laws or regulations, or a failure to comply with any laws and regulations, may adversely affect our business, investments and results of operations.

We are subject to laws and regulations enacted by national, regional and local governments. In particular, we will be required to comply with certain Canadian securities law, income tax law and the Exchange and other legal and regulatory requirements. Compliance with, and monitoring of, applicable laws and regulations may be difficult, time consuming and costly. Those laws and regulations and their interpretation and application also may change from time to time and those changes could have a material adverse effect on our business, investments and results of operations. In addition, a failure to comply with applicable laws or regulations, as interpreted and applied, could have a material adverse effect on our business and results of operations.

In the event the Corporation acquires a United States entity or assets of a United States entity, it may have adverse tax consequences on holders of Class A Restricted Voting Shares and on the Corporation.

In the event the Corporation acquires a United States entity or assets of a United States entity, under certain circumstances, the Corporation will be treated under Section 7874 of the Internal Revenue Code of 1986, as amended (the "**Code**") as a United States corporation for United States federal income tax purposes. While the Corporation does not have any current plans to engage in an acquisition which will be subject to Section 7874 of the Code, there can be no assurances provided by the Corporation that it will not engage in such an "inversion" transaction at the time of the qualifying transaction.

If the Corporation engages in such an inversion transaction and the Corporation is treated as a United States corporation, the Corporation generally would be subject to United States federal income tax and the United States and Canadian federal income tax consequences to United States, Canadian and other non-United States holders of Class A Restricted Voting Shares (which, upon the closing of a qualifying transaction, would, unless previously redeemed, be automatically converted into Class B Shares) may materially differ. Any such United States federal corporate tax liability could have a material adverse effect on the results of the Corporation's operations. If the Corporation engages in such an inversion transaction, any dividends paid by the Corporation to non-United States holders may be subject to United States federal income tax withholding at a 30% rate or such lower rate as provided in an applicable treaty. Because the Class B Shares would be treated as shares of a United States domestic corporation, the United States gift, estate and generation-skipping transfer tax rules generally would apply to a non-United States holder of Class B Shares.

Because we have not selected a particular qualifying transaction, you will be unable to ascertain the merits or risks of any particular target business' operations.

We intend to focus our search for target businesses that focus on marijuana production and/or distribution and/or related sectors; however, our efforts to identify a target business will not be limited to a particular geographic region. Because we have not yet identified or approached any specific target business with respect to our qualifying transaction, there is no basis to evaluate the possible merits or risks of any particular target business' operations, results of operations, cash flows, liquidity, financial condition or prospects. To the extent we consummate our qualifying transaction, we may be affected by numerous risks inherent in the business operations with which we combine. For example, if we combine with a financially unstable business or an entity lacking an established record of sales or earnings, we may be affected by the risks inherent in the business and operations of a financially unstable or a development stage entity. Although our officers and directors will endeavor to evaluate the risks inherent in a particular target business, we may not properly ascertain or assess all of the significant risk factors or that we will have adequate time to complete due diligence. Furthermore, some of these risks may be outside of our control and leave us with no ability to control or reduce the chances that those risks will adversely impact a target business. An investment in our Class A Restricted Voting Units may not ultimately prove to be more favourable to investors than a direct investment in an acquisition target, if such opportunity were available.

We may seek acquisition opportunities outside of our management's area of expertise and our management may not be able to adequately ascertain or assess all significant risks associated with the target company.

We may be presented with a qualifying transaction target in a sector unfamiliar to our management team, but determine that such candidate offers an attractive acquisition opportunity for the Corporation. In the event we elect to pursue an investment outside of our management's expertise, our management's experience may not be directly applicable to the target business or their evaluation of its operations.

Although we identified general criteria and guidelines that we believe are important in evaluating prospective target businesses, we may enter into our qualifying transaction with a target that does not meet such criteria and guidelines, and as a result, the target business with which we enter into our qualifying transaction may not have attributes entirely consistent with our general criteria and guidelines.

Although we have identified specific investment criteria and guidelines for evaluating prospective target businesses, it is possible that a target business with which we enter into our qualifying transaction will not have all of these positive attributes. If we consummate our qualifying transaction with a target that does not meet some or all of these guidelines, such acquisition may not be as successful as an acquisition with a business that does meet all of our general criteria and guidelines. In addition, if we announce our qualifying transaction with a target that does not meet our general criteria and guidelines, a greater number of holders of Class A Restricted Voting Shares may exercise their redemption rights, which may make it difficult for us to meet any closing condition with a target business that requires us to have a minimum net worth or a certain amount of cash. In addition, it may be more difficult for us to attain shareholder approval, which is a prerequisite to the closing of our qualifying transaction if the target business does not meet our general criteria and guidelines.

We are not required to obtain an opinion from a qualified person, and consequently, an independent source may not confirm that the price we are paying for the business is fair to us or our shareholders from a financial point of view.

We may not be required to obtain an opinion from a qualified person that the price we are paying is fair to us or our shareholders from a financial point of view. Accordingly, our shareholders may be relying on the judgment of our management and board of directors without them having the benefit of such opinion.

Resources could be wasted in researching acquisitions that are not consummated, which could materially adversely affect subsequent attempts to locate and acquire or merge with another business.

We anticipate that the investigation of each specific target business and the negotiation, drafting, and execution of relevant agreements, disclosure documents, and other instruments will require substantial management time and attention and substantial costs for accountants, attorneys and other experts. If we decide not to complete a specific qualifying transaction, the costs incurred up to that point for the proposed transaction likely would not be recoverable. Furthermore, if we reach an agreement relating to a specific target business, we may fail to consummate our qualifying transaction for any number of reasons, including those beyond our control. Any such event will result in a loss to us of the related costs incurred which could materially adversely affect subsequent attempts to locate and acquire or merge with another business.

After our qualifying transaction, it is possible that a majority of our directors and officers will live outside of Canada and all or the majority of our assets will be located outside of Canada; therefore investors may not be able to enforce applicable securities laws or their other legal rights.

While it is our intention to focus on operating businesses that have their primary operations located in Canada, our qualifying transaction may involve the acquisition of a business or assets located outside of Canada. Accordingly, it is possible that after our qualifying transaction, a number of our directors and officers will reside outside of Canada and all or the majority of our assets will be located outside of Canada. As a result, it may be difficult, or in some cases not possible, for investors in Canada to enforce their legal rights, to effect service of process upon all of our directors or officers or to enforce judgments of Canadian courts predicated upon civil liabilities and criminal penalties on our directors and officers under Canadian laws.

We are highly dependent upon our officers and directors and their loss could adversely affect our ability to operate and effect our qualifying transaction.

Our operations are dependent upon a relatively small group of individuals and, in particular, our officers and directors. We believe that our success depends on the continued service of our officers and directors, at least until we have consummated our qualifying transaction. In addition, our officers and directors are not required to commit any specified amount of time to our affairs and, accordingly, may have conflicts of interest in allocating management time among various business activities, including identifying potential qualifying transactions and monitoring the related due diligence. We do not have an employment agreement with, or key-man insurance on the life of, any of our directors or officers. The unexpected loss of the services of one or more of our directors or officers could have a detrimental effect on us, our operations and our ability to effect our qualifying transaction.

Our ability to successfully effect our qualifying transaction and to be successful thereafter will be largely dependent upon the efforts of our key personnel, some of whom may join us following our qualifying transaction. The loss of key personnel could negatively impact the operations and profitability of our post-qualifying transaction business.

Our ability to successfully effect our qualifying transaction is dependent upon the efforts of our key personnel. The role of our key personnel in the target business, however, cannot presently be ascertained. Although some of our key personnel may remain with the target business in senior management or advisory positions following our qualifying transaction, it is likely that some or all of the management of the target business will remain in place. While we intend to closely scrutinize any individuals we engage after our qualifying transaction, our assessment of these individuals may not prove to be correct. As well, these individuals may be unfamiliar with the requirements of

operating a company regulated as a reporting issuer under applicable Canadian securities laws, which could cause us to have to expend time and resources helping them become familiar with such requirements.

We may have a limited ability to assess the management of a prospective target business and, as a result, may effect our qualifying transaction with a target business whose management may not have the skills, qualifications or abilities to manage a public company.

When evaluating the desirability of effecting our qualifying transaction with a prospective target business, our ability to assess the target business' management may be limited due to a lack of time, resources or information. Our assessment of the capabilities of the target business' management, therefore, may prove to be incorrect and such management may lack the skills, qualifications or abilities we suspected. Should the target's management not possess the skills, qualifications or abilities necessary to manage a public company, the operations and profitability of the post-qualifying transaction business may be negatively impacted.

The officers and directors of an acquisition target may resign upon or following the closing of our qualifying transaction. The loss of an acquisition target's key personnel could negatively impact the operations and profitability of our post-qualifying transaction business.

The role of an acquisition target's key personnel upon or following the closing of our qualifying transaction cannot be ascertained at this time. Although we contemplate that certain members of an acquisition target's management team will remain associated with the acquisition target following our qualifying transaction, it is possible that some members of the management team of an acquisition target will not wish to remain in place, which could negatively affect the business.

Certain of our officers and directors may now be, and all of them may in the future become, affiliated with entities engaged in business activities similar to those intended to be conducted by us and, accordingly, may have conflicts of interest in allocating their time and determining to which entity a particular business opportunity should be presented.

Following the completion of this Offering and until we consummate our qualifying transaction, we intend to engage in the business of identifying and combining with one or more businesses. Our officers and directors may now be, or may in the future become, affiliated with entities that are engaged in a similar business.

Our officers and directors also may become aware of business opportunities which may be appropriate for presentation to us and the other entities to which they owe duties. In the course of their other business activities, our officers and directors may owe similar or other duties, and may have obligations, to other entities or pursuant to other outside business arrangements, including seeking and presenting investment and business opportunities. Accordingly, they may have conflicts of interest in determining to which entity a particular business opportunity should be presented. These conflicts may not be resolved in our favour, as our officers and directors are not required to present investment and business opportunities to the Corporation in priority to other entities with which they are affiliated or to which they owe duties, and our management and board of directors do not intend to put forward a target business candidate or prospective qualifying transaction for shareholder approval unless our Sponsor has agreed in advance to support or to vote all of its shares then held, being its respective Founders' Shares, Class B Shares (forming part of the Class B Units) and any Class A Restricted Voting Shares purchased during or after this Offering, in favour of, the qualifying transaction.

Our officers, directors, security holders and their respective affiliates and associates may have interests that conflict with our interests.

We have not adopted a policy that expressly prohibits our directors, officers, security holders, affiliates or associates from having a direct or indirect financial interest in any investment to be acquired or disposed of by us or in any transaction to which we are a party or have an interest. In fact, even though it is not our current intention to do so, we may enter into our qualifying transaction with a target business that is affiliated with our Sponsor, or our directors or officers. In the event that we did wish to enter into our qualifying transaction with a target business

affiliated with our Sponsor, however, we would be required to obtain a fairness opinion from a qualified person, concluding that our qualifying transaction is fair to us or our shareholders from a financial point of view.

Each of our Sponsor, our executive officers and our directors has agreed, pursuant to a written letter agreement, that they will not (in the case of executive officers and directors, while they are executive officers or directors) participate in the formation of, or become an officer or director of, any other Canadian special purpose acquisition corporation until we have entered into a definitive agreement regarding our initial qualifying transaction or we have failed to complete our initial qualifying transaction within the Permitted Timeline or the effective date of the Winding-Up or dissolution of the Corporation. Nonetheless, such persons or entities may have a conflict between their interests and ours.

We may attempt to contemporaneously consummate qualifying transactions with multiple prospective targets, which may hinder our ability to consummate our qualifying transaction and give rise to increased costs and risks that could negatively impact our operations and profitability.

If we determine to contemporaneously acquire several businesses that are owned by different sellers, we will need each of such sellers to agree that our purchase of its business is contingent on the contemporaneous closings of the other qualifying transactions, which may make it more difficult for us, and delay our ability, to complete the qualifying transaction. With multiple qualifying transactions, we could also face additional risks, including additional burdens and costs with respect to possible multiple negotiations and due diligence investigations (if there are multiple sellers) and the additional risks associated with the subsequent integration of the operations and services or products of the acquired companies in a single operating business. If we are unable to adequately address these risks, it could negatively impact us.

We may attempt to consummate our qualifying transaction with a private company about which little information is available, which may result in a qualifying transaction with a company that is not as profitable as we suspected, if at all.

In pursuing our acquisition strategy, we may seek to effect our qualifying transaction with a privately held company. By definition, very little public information exists about private companies, and we could be required to make our decision on whether to pursue a potential qualifying transaction on the basis of limited information, which may result in our qualifying transaction with a company that is not as profitable as we suspected, if at all.

We may not be able to maintain control of a target business after our qualifying transaction.

We may structure our qualifying transaction to acquire less than 100% of the equity interests or assets of a target business. Even though we may own a majority interest in the target, our shareholders prior to the qualifying transaction may collectively own a minority interest in the post-qualifying transaction company, depending on valuations ascribed to the target and us in the qualifying transaction. For example, we could pursue a transaction in which we issue a substantial number of new shares in exchange for all of the outstanding capital of a target. In this case, even if we were to acquire a 100% interest in the target, as a result of the issuance of a substantial number of new shares, our shareholders immediately prior to such transaction could own less than a majority of our outstanding shares subsequent to such transaction. In addition, other minority shareholders may subsequently combine their holdings resulting in a single person or group obtaining a larger share of the target company's shareholdings than we initially acquired. Accordingly, this may make it more likely that we will not be able to maintain control of the target business. In the event that we structure our qualifying transaction to acquire less than 100% of the equity interest or assets of the target business, specific securities regulatory requirements may apply to the qualifying transaction, including pursuant to NP 41-201.

We may be unable to obtain additional financing to complete our qualifying transaction or to fund the operations and/or growth of a target business, which could compel us to restructure or abandon a particular qualifying transaction.

Although we believe that the net proceeds of this Offering, and the net proceeds of any loans we may incur from our Sponsor or its affiliates, as further described in this prospectus, will be sufficient to allow us to consummate our

qualifying transaction, we have not yet identified any prospective target business and thus we cannot ascertain the capital requirements for any particular transaction. If the net proceeds of this Offering prove to be insufficient, either because of the size of our qualifying transaction, the depletion of the available net proceeds in search of a target business, the obligation to redeem for cash a significant number of Class A Restricted Voting Shares from holders of Class A Restricted Voting Shares who elect redemption in connection with our qualifying transaction, or the terms of negotiated transactions to purchase shares in connection with our qualifying transaction, we may be required to seek additional financing or to abandon the proposed qualifying transaction. Additional financing may not be available on acceptable terms, if at all. To the extent that additional financing proves to be unavailable when needed to consummate our qualifying transaction, we would be compelled to either restructure the transaction or abandon that particular qualifying transaction and seek an alternative target business candidate. In addition, even if we do not need additional financing to consummate our qualifying transaction, we may require such financing to fund the operations and/or growth of the target business. The failure to secure additional financing could have a material adverse effect on the continued development or growth of the target business. None of our officers, directors, Sponsor or shareholders are required to provide any financing to us in connection with or after our qualifying transaction.

We may only be able to complete one qualifying transaction with the proceeds of this Offering, which will cause us to be solely dependent on a single target business which may have a limited number of products or services.

It is likely we will consummate a qualifying transaction with a single target business, although we have the ability to simultaneously acquire several target businesses. By consummating a qualifying transaction with only a single entity, our lack of diversification may subject us to numerous economic, competitive and regulatory developments, any or all of which may have a substantial adverse impact upon the particular industry in which we may operate subsequent to a qualifying transaction. Further, we would not be able to immediately diversify our operations or benefit from the possible spreading of risks or offsetting of losses, unlike other entities which may have the resources to complete several acquisitions or business combinations in different industries or different areas of a single industry. Accordingly, the prospects for our success may be solely dependent upon the performance of a single business, or dependent upon the development or market acceptance of a single or limited number of products, processes or services.

There is currently no market for our securities and a market for our securities may not develop, which would adversely affect the liquidity and price of our securities.

There is currently no market for our securities. Prospective investors therefore have no access to information about prior market history on which to base their investment decision. Following this Offering, the price of our securities may vary significantly due to one or more potential qualifying transactions and general market or economic conditions. Furthermore, an active trading market for our securities may never develop or, if developed, may not be sustained. Investors may be unable to sell their securities unless a market can be established and sustained.

There may be tax consequences to our qualifying transaction that may adversely affect us.

While we expect to undertake any merger or acquisition so as to minimize taxes both to the acquired business and/or asset and us, such qualifying transaction might not meet the statutory requirements of a tax-deferred rollover for the Corporation or for shareholders. A qualifying transaction that does not qualify for a tax-deferred rollover could result in the imposition of substantial taxes, and may have other adverse tax consequences to us and/or our shareholders.

Risks associated with the contractual right of action.

The contractual right of action expected to be provided at the time of a qualifying transaction (see "Qualifying Transaction - Contractual Rights of Action") could expose the Corporation to one or more actions for rescission or damages, and costs, following a qualifying transaction if the applicable prospectus contains or is alleged to have contained a misrepresentation. In addition, as the Corporation will indemnify the other parties granting such rights, it could suffer additional expenses. The Corporation may seek to mitigate its exposure through insurance. These contractual rights could potentially have a material adverse effect on the Corporation.

Risks Associated with Acquiring and Operating a Marijuana Business

Marijuana businesses may be highly regulated entities and, subject to identifying an appropriate target business or businesses for our qualifying transaction, we may be subject to significant regulatory risks.

Successful execution of the Corporation's strategy is contingent, in part, upon compliance with regulatory requirements enacted by governmental authorities and obtaining all regulatory approvals, where necessary, for the sale of its products, including maintaining and renewing all applicable licenses. The commercial cannabis industry is still a nascent industry and the Corporation cannot predict the impact of the compliance regime to which it will be subject. Similarly, the Corporation cannot predict the time required to secure all appropriate regulatory approvals for any of its products, or the extent of testing and documentation that may be required by governmental authorities. Any delays in obtaining, or failure to obtain regulatory approvals may significantly delay or impact the development of markets, products and sales initiatives and could have a material adverse effect on the business, financial condition and operating results of the Corporation. Without limiting the foregoing, failure to comply with the requirements of any underlying licenses or any failure to maintain any underlying licenses would have a material adverse impact on the business, financial condition and operating results of the Corporation. There can be no guarantees that any required licenses for the operation of our business will be extended or renewed in a timely manner, if at all, or that if they are extended or renewed, that the licenses will be extended or renewed on the same or similar terms.

We will incur ongoing costs and obligations related to regulatory compliance, and such costs may prove to be material. Failure to comply with regulations may result in additional costs for corrective measures, penalties or in restrictions on the Corporation's operations. In addition, changes in regulations, more vigorous enforcement thereof or other unanticipated events could require extensive changes to the Corporation's operations, increased compliance costs or give rise to material liabilities, which could have a material adverse effect on the Corporation.

We will be subject to a variety of changes in laws, regulations and guidelines, the full effect of which cannot yet be fully determined or assessed.

The Corporation is seeking target businesses that focus on marijuana production and/or distribution and/or related sectors which are subject to various laws, regulations and guidelines relating to the manufacture, management, packaging/labelling, advertising, sale, transportation, storage and disposal of cannabis but also including laws and regulations relating to drug, controlled substances, health and safety, the conduct of operations and the protection of the environment. Changes to such laws, regulations and guidelines due to matters beyond the control of the Corporation could have a material adverse effect on the Corporation.

On June 30, 2016, the Canadian Federal Government established the Task Force on Cannabis Legalization and Regulation (the "**Task Force**") to seek input on the design of a new system to legalize, strictly regulate and restrict access to marijuana in Canada. On December 13, 2016, the Task Force completed its review and published a report outlining its recommendations. On April 13, 2017, the Canadian Federal Government released Bill C-45, which proposes the enactment of the *Cannabis Act*, to regulate the production, distribution and sale of cannabis for unqualified adult use, with a target implementation date of no later than July 1, 2018. However, it is unknown if this regulatory change will be implemented at all. Several recommendations from the Task Force reflected in the *Cannabis Act* including, but not limited to, permitting home cultivation, potentially easing barriers to entry into a Canadian recreational marijuana market and restrictions on advertising and branding, could materially and adversely affect the business, financial condition and results of operations of the Corporation. Their advice will be considered by the Government of Canada as a new framework for recreational marijuana is developed and it is possible that such developments could significantly adversely affect the business, financial condition and results of operations of the Corporation.

On September 8, 2017, the Ontario provincial government released a document that comprehensively outlined the planned recreational cannabis retail and distribution framework in Ontario, to be modelled on the current Liquor Control Board of Ontario (LCBO) framework. On November 1, 2017, the Ontario government introduced the *Cannabis Act, 2017* that would, if passed, regulate the use, sale and distribution of recreational cannabis in Ontario following Federal legalization in July 2018. Under Ontario's proposed *Cannabis Act, 2017*, the LCBO would be solely mandated with overseeing the legal retail business of recreational cannabis in Ontario through new stand-alone cannabis stores and an LCBO-controlled online order and distribution service, which together, would

comprise the only channels through which consumers would be able to legally purchase recreational cannabis. Such framework would effectively create a government-controlled monopoly over the legal retail and distribution cannabis industry in Ontario, Canada's most populous province.

On October 4, 2017, the Alberta provincial government released its proposed framework for marijuana legalization. The proposed rules include restricting sales of marijuana to specialty stores, separate from alcohol, tobacco and pharmaceuticals. While the province has yet to decide whether stores selling marijuana will be publicly or privately run and sought public input through consultations until October 27, 2017, the proposed rules would designate the Alberta Gaming and Liquor Commission (AGLC) as the central wholesaler for all products. To date, online sales have not been permitted. Although the details of the framework will continue to develop, and the framework is yet to be drafted into legislation, this proposed structure may limit or prohibit the development of, and use of, an online cannabis retail and distribution market in Alberta. Should Alberta decide on sole government ownership of retail and distribution, this would preclude companies from entering the cannabis retail and distribution market in Alberta.

British Columbia's recently elected government has yet to introduce proposed rules or regulations regarding the sale and distribution of marijuana in response to the federal government's proposal to legalize cannabis as outlined in the *Cannabis Act*. However, on September 25, 2017, the government announced a public consultation period to last until November 1, 2017, and announced its intention to draft regulations ahead of the spring session of the legislature. On November 2, 2017, the Province announced that, during the five week consultation period, the BC Cannabis Regulation Engagement website saw 127,952 visits, and it received 48,151 completed feedback forms and 130 written submissions from various organizations and interest groups. In the coming weeks, the Minister of Public Safety and Solicitor General is expected to review and analyze the feedback received and to create a summary report to be made available to the public. The current Premier of British Columbia has been reported to have made comments more supportive of bringing the existing retail dispensaries in British Columbia under regulation. However, should British Columbia ultimately decide on government ownership of retail and distribution, this would preclude companies from entering the cannabis retail and distribution market in British Columbia.

On September 15, 2017, New Brunswick's government announced that it had formed a new Crown corporation to oversee the sale and distribution of non-medicinal cannabis in response to the federal government's proposal to legalize cannabis as outlined in the Cannabis Act. On October 25, 2017, the New Brunswick provincial government announced that NB Liquor, the provincial distributor of alcoholic beverages, through a subsidiary, will operate recreational cannabis retail sales and distribution operations in New Brunswick. NB Liquor has already issued a tender for potential retail locations in order to be ready for the anticipated July 2018 legalization of recreational cannabis in Canada and plans up to 20 retail locations in 15 communities across the Province. This decision precludes companies from entering the cannabis retail and distribution market in New Brunswick. See "Industry Overview – Recreational Marijuana in Canada".

On November 7, 2017, the Government of Manitoba announced a hybrid public and private sector approach to the legalization of cannabis distribution and retail. Under the proposed model, the Liquor and Gaming Authority of Manitoba (the "**MLGA**") will be given an expanded mandate to regulate the purchase, storage, distribution and retail of cannabis. The Manitoba Liquor and Lotteries Corporation (the "**MLL**") will secure and track supply of cannabis sold in Manitoba, while the private sector will operate all retail locations. Provincial regulation of wholesaling, distribution and retail will be through the MLGA and a regulatory framework and licensing regime is in development. The MLL will be responsible for central administration, supply chain management and order processing. All cannabis sold in retail stores must be purchased from the MLL, which will source cannabis from federally licensed producers. Safe storage and shipment of cannabis will be managed through either MLL-owned and operated facilities and/or contracted third parties licensed through the MLGA. Manitoba is the first province to allow a private retailer model. While this may provide an opportunity for larger licensed producers, Manitoba represents only a fraction of Canada's overall population and the impact on the overall Canadian market may not be significant.

On November 21, 2017, Health Canada released the Proposed Regulations. Recognizing the federal government's commitment to bringing the *Cannabis Act* into force no later than July 2018, the Proposed Regulations, among other things, seek to solicit public input and views on the appropriate regulatory approach to a recreational cannabis market by building upon established regulatory requirements that are currently in place for medical cannabis. The

federal government has not pre-published the draft regulations for consultation as part of the Proposed Regulations resulting in continued uncertainty regarding compliance requirements. The Corporation cannot predict the impact of the compliance regime that will come into force following public consultation. See "Industry Overview – Health Canada's Proposed Approach to the Regulation of Cannabis".

Scientific research related to the benefits of marijuana remains in early stages, is subject to a number of important assumptions and may prove to be inaccurate.

Research in Canada, the United States and internationally regarding the medical benefits, viability, safety, efficacy and dosing of cannabis or isolated cannabinoids remains in early stages. To the Corporation's knowledge, there have been relatively few clinical trials on the benefits of cannabis or isolated cannabinoids. Any statements made in this prospectus concerning the potential medical benefits of cannabinoids are based on published articles and reports. As a result, any statements made in this prospectus are subject to the experimental parameters, qualifications, assumptions and limitations in the studies that have been completed.

Although the Corporation believes that the articles and reports, and details of research studies and clinical trials that are publicly available reasonably support its beliefs regarding the medical benefits, viability, safety, efficacy and dosing of cannabis, future research and clinical trials may prove such statements to be incorrect, or could raise concerns regarding and perceptions relating to cannabis. Given these risks, uncertainties and assumptions, prospective purchasers under the Offering should not place undue reliance on such articles and reports. Future research studies and clinical trials may draw opposing conclusions to those stated in this prospectus or reach negative conclusions regarding the viability, safety, efficacy, dosing, social acceptance or other facts and perceptions related to medical cannabis, which could materially impact the Corporation.

Competition in the cannabis industry is intense and increased competition by larger and better-financed competitors could materially and adversely affect the business, financial condition and results of operations of the Corporation.

The Corporation expects to face intense competition in the cannabis industry, some of which can be expected to come from companies with longer operating histories and more financial resources, manufacturing and marketing experience than the Corporation. In addition, there is potential that the cannabis industry will undergo consolidation, creating larger companies with financial resources, manufacturing and marketing capabilities, and products that will be greater than those of the Corporation. As a result of this competition, we may be unable to maintain our operations or develop them as currently proposed on terms we consider to be acceptable or at all. Increased competition by larger, better-financed competitors with geographic advantages could materially and adversely affect the Corporation's business, financial condition and results of operations.

Negative publicity or consumer perception may affect the success of our business.

The success of the marijuana industry may be significantly influenced by the public's perception of marijuana. Both the medical and recreational use of marijuana are controversial topics, and there is no guarantee that future scientific research, publicity, regulations, medical opinion and public opinion relating to marijuana will be favourable. The marijuana industry is an early-stage business that is constantly evolving with no guarantee of viability. The market for medical and recreational marijuana is uncertain, and any adverse or negative publicity, scientific research, limiting regulations, medical opinion and public opinion (whether or not accurate or with merit) relating to the consumption of marijuana, whether in Canada, the United States or elsewhere, may have a material adverse effect on our operational results, consumer base and financial results. Among other things, such a shift in public opinion could cause state jurisdictions to abandon initiatives or proposals to legalize medical cannabis, thereby limiting the number of new state jurisdictions into which the Corporation could identify potential acquisition opportunities.

Certain events or developments in the cannabis industry more generally may impact the Corporation's reputation.

Damage to the Corporation's reputation can be the result of the actual or perceived occurrence of any number of events, and could include any negative publicity, whether true or not. Cannabis has often been associated with

various other narcotics, violence and criminal activities, the risk of which is that our business might attract negative publicity. There is also risk that the action(s) of other participants, companies and service providers in the cannabis industry may negatively affect the reputation of the industry as a whole and thereby negatively impact the reputation of the Corporation. The increased usage of social media and other web-based tools used to generate, publish and discuss user-generated content and to connect with other users has made it increasingly easier for individuals and groups to communicate and share opinions and views in regards to the Corporation and its activities, whether true or not and the cannabis industry in general, whether true or not. The Corporation does not ultimately have direct control over how it or the cannabis industry is perceived by others. Reputation loss may result in decreased investor confidence, increased challenges in developing and maintaining community relations and an impediment to the Corporation's overall ability to advance its business strategy and realize on its growth prospects, thereby having a material adverse impact on the Corporation.

Third parties with whom the Corporation may do business may perceive themselves as being exposed to reputational risk as a result of their relationship with the Corporation.

The parties with which the Corporation may do business may perceive that they are exposed to reputational risk as a result of the Corporation's cannabis-related business activities. Failure to establish or maintain business relationships due to reputational risk arising in connection with the nature of the Corporation's business could have a material adverse effect on the Corporation's business, financial condition and results of operations.

We may be subject to advertising and promotional risk in the event we cannot effectively implement a successful branding strategy.

Our future growth and profitability may depend on the effectiveness and efficiency of advertising and promotional costs, including our ability to (i) create brand recognition for any products we may develop or sell; (ii) determine appropriate advertising strategies, messages and media; and (iii) maintain acceptable operating margins on such costs. There can be no assurance that advertising and promotional costs will result in revenues for the Corporation's business in the future, or will generate awareness for any of the Corporation's product. In addition, no assurance can be given that we will be able to manage our advertising and promotional costs on a cost-effective basis.

The cannabis industry in Canada, including both the medical and recreational cannabis markets, is in its early development stage and restrictions on advertising, marketing and branding of cannabis companies and products by Health Canada, various medical associations, other governmental or quasi-governmental bodies or voluntary industry associations may adversely affect the Corporation's ability to conduct sales and marketing activities and to create brand recognition, and could have a material adverse effect on the Corporation's business.

The businesses we acquire may be subject to product liability regimes and strict product recall requirements.

If it were to acquire a distributor of products designed to be ingested by humans, the Corporation may face the risk of exposure to product liability claims, regulatory action and litigation if any of its businesses' products are alleged to have caused significant loss or injury. In addition, the sale of cannabis products involves the risk of injury to consumers due to tampering by unauthorized third parties or product contamination. Previously unknown adverse reactions resulting from human consumption of cannabis products alone or in combination with other medications or substances could occur. The Corporation may be subject to various product liability claims, including, among others, that specific cannabis products caused injury or illness, or include inadequate warnings concerning possible side effects or interactions with other substances. A product liability claim or regulatory action against the Corporation could result in increased costs, could adversely affect our reputation with our clients and consumers generally, and could have a material adverse effect on us.

In addition, manufacturers and distributors of products are sometimes subject to the recall or return of their products for a variety of reasons, including product defects, such as contamination, unintended harmful side effects or interactions with other substances, packaging safety and inadequate or inaccurate labelling disclosure. To the extent any products are recalled due to an alleged product defect or for any other reason, we could be required to incur the unexpected expense of the recall and any legal proceedings that might arise in connection with the recall. We may lose a significant amount of sales and may not be able to replace those sales at an acceptable margin or at all. In

addition, a product recall may require significant management attention. Moreover, a recall for any of the foregoing reasons could lead to decreased demand and could have a material adverse effect on the Corporation. Product recalls may lead to increased scrutiny of operations by applicable regulatory agencies, requiring further management attention and potential legal fees and other expenses.

We may not be able to successfully develop new products or find a market for their sale.

The cannabis industry is in its early stages of development and the Corporation, and its competitors, may seek to introduce new products in the future. In attempting to keep pace with any new market developments, the Corporation may need to expend significant amounts of capital in order to successfully develop and generate revenues from new products introduced by the Corporation. The Corporation may also be required to obtain additional regulatory approvals from Health Canada and any other applicable regulatory authorities, which may take significant amounts of time. The Corporation may not be successful in developing effective and safe new products, bringing such products to market in time to be effectively commercialized, or obtaining any required regulatory approvals, which, together with any capital expenditures made in the course of such product development and regulatory approval processes, may have a material adverse effect on the Corporation.

We may be unable to attract or retain key personnel with sufficient experience in the cannabis industry, and may prove unable to attract, develop, and retain additional employees required for the Corporation's development and future success.

The success of the Corporation is currently largely dependent on the performance of its management team (collectively, "**Key Persons**"). The Corporation's future success depends on its continuing ability to attract, develop, motivate and retain highly qualified and skilled employees. Qualified individuals are in high demand, and the Corporation may incur significant costs to attract and retain them. In addition, the Corporation's lean management structure may be strained as the Corporation pursues growth opportunities in the future. The loss of the services of a Key Person, or an inability to attract other suitably qualified persons when needed, could have a material adverse effect on the Corporation's ability to execute on its business plan and strategy, and we may be unable to find adequate replacements on a timely basis, or at all.

Key Persons may be subject to applicable security clearances by Health Canada or other regulatory agencies. Security clearances are valid for a limited period of time must subsequently be renewed. There is no assurance that any of the Corporation's personnel who may in the future require a security clearance will be able to obtain or renew such clearances, or that new personnel who require a security clearance will be able to obtain one. A failure by a Key Person to maintain or renew his or her security clearance could result in a material adverse effect on the Corporation's business, financial condition and results of operations. In addition, if a Key Person leaves the Corporation and we are unable to find a suitable replacement that has the requisite security clearance in a timely manner, or at all, such delay or failure could result in a material adverse effect on the Corporation.

The Corporation may be subject to risks related to the protection and enforcement of intellectual property rights, and may become subject to allegations that the Corporation is in violation of intellectual property rights of third parties.

The ownership and protection of intellectual property rights may be a significant aspect of the Corporation's future success. We may rely on trade secrets, technical know-how and proprietary information that are not protected by patents to maintain our competitive position. We will try to protect such intellectual property by entering into confidentiality agreements with parties that have access to it, such as our partners, collaborators, employees and consultants. Any of these parties may breach these agreements and we may not have adequate remedies for any specific breach. In addition, trade secrets and technical know-how, which are not protected by patents, may otherwise become known to or be independently developed by competitors, in which event we could be materially adversely affected.

Unauthorized parties may attempt to replicate or otherwise obtain and use the Corporation's products, trade secrets, technical know-how and proprietary information. Policing the unauthorized use of the Corporation's future intellectual property rights could be difficult, expensive, time-consuming and unpredictable, as may be enforcing

these rights against unauthorized use by others. Identifying unauthorized use of intellectual property rights is difficult as the Corporation may be unable to effectively monitor and evaluate the products being distributed by its competitors, including parties such as unlicensed dispensaries, and the processes used to produce such products. In addition, in any infringement proceeding, some or all of the Corporation's future trademarks, patents or other intellectual property rights or other proprietary know-how, or arrangements or agreements seeking to protect the same for the benefit of the Corporation, may be found invalid, unenforceable, anti-competitive or not infringed. An adverse result in any litigation or defense proceedings could put one or more of the Corporation's future trademarks, patents or other intellectual property rights at risk of being invalidated or interpreted narrowly. Any or all of these events could materially and adversely affect the business, financial condition and results of operations of the Corporation.

In addition, other parties may claim that the Corporation's products infringe on their proprietary and perhaps patent protected rights. Such claims, whether or not meritorious, may result in the expenditure of significant financial and managerial resources, legal fees, result in injunctions, temporary restraining orders and/or require the payment of damages. As well, the Corporation may need to obtain licenses from third parties who allege that the Corporation has infringed on their lawful rights. However, such licenses may not be available on terms acceptable to the Corporation or at all. In addition, the Corporation may not be able to obtain or utilize on terms that are favorable to it, or at all, licenses or other rights with respect to intellectual property that it does not own.

The Corporation may be subject to risks related to information technology systems, including cyber-attacks.

The Corporation's operations may depend, in part, on how well it and its suppliers protect networks, equipment, information technology ("**IT**") systems and software against damage from a number of threats, including, but not limited to, cable cuts, damage to physical plants, natural disasters, intentional damage and destruction, fire, power loss, hacking, computer viruses, vandalism and theft. The Corporation's operations may also depend on the timely maintenance, upgrade and replacement of networks, equipment, IT systems and software, as well as pre-emptive expenses to mitigate the risks of failures. Any of these and other events could result in information system failures, delays and/or increase in capital expenses. The failure of information systems or a component of information systems could, depending on the nature of any such failure, adversely impact the Corporation's reputation and results of operations. The Corporation's risk and exposure to these matters cannot be fully mitigated because of, among other things, the evolving nature of these threats. As a result, cyber security and the continued development and enhancement of controls, processes and practices designed to protect systems, computers, software, data and networks from attack, damage or unauthorized access may become a priority to ensure the ongoing success and security of the business. As cyber threats continue to evolve, the Corporation may be required to expend additional resources to continue to modify or enhance protective measures or to investigate and remediate any security vulnerabilities.

Insurance risks in the cannabis industry are not insignificant.

While the Corporation believes it will be able to acquire adequate insurance coverage, such insurance will be subject to coverage limits and exclusions and may not be available for all risks and hazards to which the Corporation may be exposed. No assurance can be given that such insurance will be adequate to cover the Corporation's liabilities or will be generally available in the future or, if available, that premiums will be commercially justifiable. If the Corporation were to incur substantial liability and such damages were not covered by insurance or were in excess of policy limits, or if the Corporation were to incur such liability at a time when it is not able to obtain liability insurance, we could be materially adversely affected.

There can be also no assurances that the Corporation will be able to obtain or maintain product liability insurance on acceptable terms or with adequate coverage against potential liabilities. Such insurance is expensive and may not be available in the future on acceptable terms, or at all. The inability to obtain sufficient insurance coverage on reasonable terms or to otherwise protect against potential product liability claims could prevent or inhibit the commercialization of any of the Corporation's potential products.

The Corporation may be subject to transportation risks.

The Corporation's business may involve, directly or indirectly, the production, sale and distribution of cannabis products. Due to the perishable nature of such products, the Corporation may depend on fast and efficient third party transportation services to distribute its product. Any prolonged disruption of third party transportation services could have an adverse effect on the Corporation. Rising costs associated with the third party transportation services which will be used the Corporation to ship its proposed products may also adversely impact the business of the Corporation.

The Corporation may be vulnerable to rising energy costs.

The Corporation's business may involve, directly or indirectly, the production of cannabis products which will consume considerable energy, making the Corporation vulnerable to rising energy costs. Rising or volatile energy costs may adversely impact the business of the Corporation and its ability to operate profitably.

The Corporation may be subject to risks inherent in an agricultural business.

The Corporation's business may involve, directly or indirectly, the growing of cannabis, which is an agricultural product. As such, the business may be subject to the risks inherent in the agricultural business, such as insects, plant diseases and similar agricultural risks. Even when grown indoors under climate-controlled conditions monitored by trained personnel, there can be no assurance that natural elements, such as insects and plant diseases, will not have a material adverse effect on the production of cannabis products and on the Corporation.

We may be subject to significant environmental regulations and risks.

Participants in the cannabis industry are subject to environmental regulation in the various jurisdictions in which they operate. These regulations mandate, among other things, the maintenance of air and water quality standards and land reclamation. They also set forth limitations on the generation, transportation, storage and disposal of solid and hazardous waste. Environmental legislation is evolving in a manner which will require stricter standards and enforcement, increased fines and penalties for non-compliance, more stringent environmental assessments of proposed projects and a heightened degree of responsibility for companies and their officers, directors and employees. There is no assurance that future changes in environmental regulation, if any, will not adversely affect the Corporation.

Government approvals and permits are currently, and may in the future be required in connection with the Corporation's operations. To the extent such approvals are required and not obtained, the Corporation or its businesses may be curtailed or prohibited from producing cannabis or from proceeding with the development of its operations.

Failure to comply with applicable laws, regulations and permitting requirements may result in enforcement actions thereunder, including orders issued by regulatory or judicial authorities causing operations to cease or be curtailed, and may include corrective measures requiring capital expenditures, installation of additional equipment, or remedial actions. The Corporation may be required to compensate those suffering loss or damage by reason of its operations and may have civil or criminal fines or penalties imposed for violations of applicable laws or regulations.

Management of growth may prove to be difficult.

The Corporation may be subject to growth-related risks including capacity constraints and pressure on its internal systems and controls. The ability of the Corporation to manage growth effectively will require it to continue to implement and improve its operational and financial systems and to expand, train and manage its employee base. The inability of the Corporation to deal with this growth may have a material adverse effect on the Corporation.

Risks Associated with Acquiring and Operating a Marijuana Business in Canada

A limited number of licenses have been issued to date.

The Canadian government has, to date, only issued a limited number of licenses under the *Access to Cannabis for Medical Purposes Regulations* to produce and sell medical marijuana. There are, however, several hundred applicants for licenses. The number of licenses granted could have an impact on the operations of the Corporation. Because of the early stage of the industry in which the Corporation operates, the Corporation also expects to face additional competition from new entrants. If the number of users of medical marijuana in Canada increases, or if a market for the recreational use of marijuana is legalized, the demand for products will increase and the Corporation expects that competition will become more intense, as current and future competitors begin to offer an increasing number of diversified products. To remain competitive, the Corporation will require a continued level of investment in research and development, marketing, sales and client support. We may not have sufficient resources to maintain research and development, marketing, sales and client support efforts on a competitive basis which could materially and adversely affect the Corporation.

Risks Associated with Acquiring and Operating a Marijuana Business in the United States (If Applicable)

While cannabis is legal in many state jurisdictions, it continues to be a controlled substance under the United States federal CSA.

Unlike in Canada, which has federal legislation uniformly governing the cultivation, distribution, sale and possession of medical cannabis under the ACMPR, investors are cautioned that in the United States, cannabis is largely regulated at the state level. To the Corporation's knowledge, there are to date a total of 29 states, plus the District of Columbia, Puerto Rico and Guam that have legalized cannabis in some form. Notwithstanding the permissive regulatory environment of medical cannabis at the state level, cannabis continues to be categorized as a controlled substance under the CSA in the United States and as such, may be in violation of federal law in the United States.

The United States Congress has passed appropriations bills each of the last three years that have not appropriated funds for prosecution of cannabis offenses of individuals who are in compliance with state medical cannabis laws. American courts have construed these appropriations bills to prevent the U.S. federal government from prosecuting individuals when those individuals comply with state law. However, because this conduct continues to violate U.S. federal law, American courts have observed that should Congress at any time choose to appropriate funds to fully prosecute the CSA, any individual or business — even those that have fully complied with state law — could be prosecuted for violations of U.S. federal law. And if Congress restores funding, the government will have the authority to prosecute individuals for violations of the law before it lacked funding under the CSA's five-year statute of limitations.

Violations of any U.S. federal laws and regulations could result in significant fines, penalties, administrative sanctions, convictions or settlements arising from civil proceedings conducted by either the U.S. federal government or private citizens, or criminal charges, including, but not limited to, disgorgement of profits, cessation of business activities or divestiture. This could have a material adverse effect on the Corporation, including its reputation and ability to conduct business, its holding (directly or indirectly) of medical cannabis licenses in the United States, the listing of its securities on various stock exchanges, the settlement of trades of its securities, its ability to obtain banking services, its financial position, operating results, profitability or liquidity or the market price of its publicly traded shares. In addition, it is difficult for the Corporation to estimate the time or resources that would be needed for the investigation of any such matters or its final resolution because, in part, the time and resources that may be needed are dependent on the nature and extent of any information requested by the applicable authorities involved, and such time or resources could be substantial.

Even where cannabis is permitted at the individual state level, regulations vary from state to state and the Corporation may be not be able to comply with such regulations in a cost-efficient manner, if at all.

Certain state jurisdictions such as Colorado and Washington have de facto residency requirements that require investors in cannabis businesses to be a resident of such state, particularly if the cannabis business in question is one that directly involves the production, sale and distribution of cannabis. Such requirements may prove to be excessively onerous or otherwise impracticable for the Corporation to comply with, which may have the result of

excluding such investment opportunities from the list of possible qualifying transactions that the Corporation would otherwise consider.

The differing regulatory requirements across state jurisdictions may hinder or otherwise prevent the Corporation from achieving economies of scale.

Traditional rules of investing may prove to be imperfect in the marijuana industry. For example, while it would be common for investment managers to purchase equity in companies in different states to reach economies of scale and to conduct business across state lines, such an investment thesis may not be feasible in the cannabis industry because of varying state-by-state legislation. As no two regulated markets in the cannabis industry are exactly the same, doing business across state lines may not be possible or commercially practicable. As a result, the Corporation may be limited to identifying opportunities in individual states, which may have the effect of slowing the growth prospects of the Corporation.

The approach to the enforcement of cannabis laws may be subject to change or may not proceed as previously outlined.

As a result of the conflicting views between state legislatures and the federal government regarding cannabis, investments in cannabis businesses in the United States are subject to inconsistent legislation and regulation. The response to this inconsistency was addressed in August 2013 when then Deputy Attorney General, James Cole, authored a memorandum (the "**Cole Memorandum**") addressed to all United States district attorneys acknowledging that notwithstanding the designation of cannabis as a controlled substance at the federal level in the United States, several states have enacted laws relating to cannabis for medical purposes.

The Cole Memorandum outlined certain priorities for the Department of Justice relating to the prosecution of cannabis offenses. In particular, the Cole Memorandum noted that in jurisdictions that have enacted laws legalizing cannabis in some form and that have also implemented strong and effective regulatory and enforcement systems to control the cultivation, distribution, sale and possession of cannabis, conduct in compliance with those laws and regulations is less likely to be a priority at the federal level. Notably, however, the Department of Justice has never provided specific guidelines for what regulatory and enforcement systems it deems sufficient under the Cole Memorandum standard.

In light of limited investigative and prosecutorial resources, the Cole Memorandum concluded that the Department of Justice should be focused on addressing only the most significant threats related to cannabis. States where medical cannabis had been legalized were not characterized as a high priority. In March of this year, newly appointed Attorney General Jeff Sessions again noted limited federal resources and acknowledged that much of the Cole Memorandum had merit, although he disagreed that it had been implemented effectively and has not committed to utilizing the Cole Memorandum framework going forward. Unless and until the Cole Memorandum is memorialized in federal legislation, there can be no assurance that the federal government will not seek to prosecute cases involving medical cannabis businesses that are otherwise compliant with state law. Such potential proceedings could involve significant restrictions being imposed upon the Corporation or third parties, while diverting the attention of key executives. Such proceedings could have a material adverse effect on the Corporation's business, revenues, operating results and financial condition as well as the Corporation's reputation, even if such proceedings were concluded successfully in favour of the Corporation.

Any investments or acquisitions by the Corporation in the United States may be subject to applicable anti-money laundering laws and regulations.

If it were to invest in a U.S. marijuana business, the Corporation would be subject to a variety of laws and regulations domestically and in the United States that involve money laundering, financial recordkeeping and proceeds of crime, including the C*urrency and Foreign Transactions Reporting Act of 1970* (commonly known as the *Bank Secrecy Act*), as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)*, as amended and the rules and regulations thereunder,

the *Criminal Code* (Canada) and any related or similar rules, regulations or guidelines, issued, administered or enforced by governmental authorities in the United States and Canada.

In February 2014, the Financial Crimes Enforcement Network (''**FCEN''**) of the Treasury Department issued a memorandum (the "**FCEN Memo**") providing instructions to banks seeking to provide services to cannabis-related businesses. The FCEN Memo states that in some circumstances, it is permissible for banks to provide services to cannabis related businesses without risking prosecution for violation of U.S. federal money laundering laws. It refers to supplementary guidance that Deputy Attorney General Cole issued to U.S. federal prosecutors relating to the prosecution of U.S. money laundering offenses predicated on cannabis-related violations of the CSA. It is unclear at this time whether the current administration will follow the guidelines of the FCEN Memo.

In the event that any of the Corporation's investments, or any proceeds thereof, any dividends or distributions therefrom, or any profits or revenues accruing from such investments in the United States were found to be in violation of money laundering legislation or otherwise, such transactions may be viewed as proceeds of crime under one or more of the statutes noted above or any other applicable legislation. This could restrict or otherwise jeopardize the ability of the Corporation to declare or pay dividends, effect other distributions or subsequently repatriate such funds back to Canada or elsewhere.

In light of recent announcements, the TSX may initiate delisting reviews for TSX-listed Canadian companies with U.S. marijuana assets.

On October 16, 2017, the TSX provided clarity regarding the application of Section 306 (Minimum Listing Requirements), Section 325 (Management) and Part VII (Halting of Trading, Suspension and Delisting of Securities) of the TSX Company Manual. The TSX noted that issuers with ongoing business activities that violate U.S. federal law regarding marijuana are not in compliance with the aforementioned requirements. These business activities may include (i) direct or indirect ownership of, or investment in, entities engaging in activities related to the cultivation, distribution or possession of marijuana in the U.S., (ii) commercial interests or arrangements with such entities, (iii) providing services or products specifically targeted to such entities, or (iv) commercial interests or arrangements with entities engaging in providing services or products to U.S. marijuana companies. Staff Notice 2017-2009 went on to say that should the TSX find that a listed issuer is engaging in activities contrary to such requirements, it reserves the right to initiate a delisting review.

Since the Corporation will not apply to list the Class A Restricted Voting Units on the TSX, it is not directly impacted by the announcements. However, the Corporation cannot guarantee that the Exchange will not implement similar measures or conduct similar reviews in the future, in which case the Corporation and other industry participants may be adversely affected.

The impact of the TSX announcements on the marijuana industry generally is also not yet clear. Although the announcements target a very select group of marijuana issuers (being those who are TSX-listed and have, directly or indirectly, U.S. marijuana assets) they may serve to negatively impact the public's perception of marijuana as an increasingly risky investment opportunity. Moreover, the extent to which any downward pressure on the stocks of TSX-listed companies affected by such announcements may cause a decline in the performance of the marijuana sector generally is not yet known.

Any investments or acquisitions by the Corporation in the United States may be subject to heightened scrutiny.

Any future investments or acquisitions by the Corporation in the United States may become the subject of heightened scrutiny by regulators, stock exchanges and other authorities in Canada. As a result, the Corporation may be subject to significant direct and indirect interaction with public officials. There can be no assurance that this heightened scrutiny will not in turn lead to the imposition of certain restrictions on the Corporation's ability to invest in the United States or any other jurisdiction.

To the extent we acquire marijuana businesses or assets in the United States in connection with our qualifying transaction, we may be subject to measures that would restrict the ability of our investors to trade our securities.

As stated elsewhere in this prospectus, subject to certain exceptions, registration of the Class A Restricted Voting Units (consisting of the Class A Restricted Voting Shares, Warrants and Rights) and transfers thereof held through CDS, or its nominee, will be made electronically through the NCI system of CDS. Class A Restricted Voting Units registered in the name of CDS or its nominee will be deposited electronically with CDS on an NCI basis on the Closing.

CDS provides and facilitates reliable, cost-effective depository, clearing, regulatory and other information services to securities market participants. Among other things, CDS is used in connection with clearing and settling eligible Canadian exchange-traded and over-the-counter equity, debt and money market transactions, settling Canadian exchange-traded derivatives, broker-to-broker trade matching, depository and custodial services, ledger-keeping as well as real-time messaging and flexible interfaces to and from CDS and its participants.

Given the heightened risk profile associated with cannabis in the United States, CDS may implement procedures or protocols that would prohibit or significantly curtail the ability of CDS to settle trades for cannabis companies that have marijuana businesses or assets in the United States. It is not certain whether CDS will decide to enact such measures, nor whether it has the authority to do so unilaterally. However, if CDS were to decide that it will not handle trades in our securities, it could have a material adverse effect on the ability of investors to settle trades in a timely manner and on the liquidity of our securities generally. While there can be no assurance that this would occur, and while it would be subject to regulatory approval, a third party has publicly expressed interest in providing clearing services should CDS decide not to do so.

Risks Associated with Acquiring and Operating a Business in Emerging Market Countries

If we effect our qualifying transaction with a company located outside of North America, we could be subject to a variety of additional risks that may negatively impact our operations.

We may pursue acquisition opportunities in any industry or geographic region. If we effect our qualifying transaction with a company located or operated outside of Canada, we could be subject to any special considerations or risks associated with companies operating in the target business' home jurisdiction, including any of the following:

- rules and regulations regarding currency redemption;
- complex corporate withholding taxes on individuals;
- laws governing the manner in which future qualifying transactions may be effected;
- exchange listing and/or delisting requirements;
- tariffs and trade barriers;
- regulations related to customs and import/export matters;
- longer payment cycles;
- tax issues, such as tax law changes and variations in tax laws as compared to Canada;
- currency fluctuations and exchange controls;
- rates of inflation;

- challenges in collecting accounts receivable;
- cultural and language differences;
- employment regulations;
- crime, strikes, riots, civil disturbances, terrorist attacks and wars; and
- deterioration of political relations with Canada or other governments or sanctions imposed by Canada or other governments.

We may also be subject to currency exchange risks in connection with any qualifying transaction. We may not be able to adequately address these additional risks. If we were unable to do so, our operations of the continued business might suffer. See also "Risks Associated with Acquiring and Operating a Marijuana Business in the United States (If Applicable)" above.

Because of the costs and difficulties inherent in managing cross-border business operations, our results of operations may be negatively impacted.

Managing a business, operations, personnel or assets in another country is challenging and costly. Any management that we may have (whether based abroad or in Canada) may be inexperienced in cross-border business practices and unaware of significant differences in accounting rules, legal regimes and labour practices. Even with a seasoned and experienced management team, the costs and difficulties inherent in managing cross-border business operations, personnel and assets can be significant (and much higher than in a purely domestic business) and may negatively impact us.

If social unrest, acts of terrorism, regime changes, changes in laws and regulations, political upheaval, or policy changes or enactments occur in a country in which we may operate after we effect our qualifying transaction, it may result in a negative impact on our business.

Political events in another country may significantly affect our business, assets or operations. Social unrest, acts of terrorism, regime changes, changes in laws and regulations, political upheaval, and policy changes or enactments could negatively impact our business in a particular country.

Many countries have difficult and unpredictable legal systems and underdeveloped laws and regulations that are unclear and subject to corruption and inexperience, which may adversely impact our results of operations and financial condition.

Our ability to seek and enforce legal protections, including with respect to intellectual property and other property rights, or to defend ourselves with regard to legal actions taken against us in a given country, may be difficult or impossible, which could adversely impact us.

Rules and regulations in many countries are often ambiguous or open to differing interpretations by responsible individuals and agencies at the municipal, state, provincial, regional and federal levels. The attitudes and actions of such individuals and agencies are often difficult to predict and can be inconsistent. Delay with respect to the enforcement of particular rules and regulations, including those relating to customs, tax, environment and labour, could cause serious disruptions to operations abroad and negatively impact us.

After our qualifying transaction, substantially all of our assets may be located in a foreign country and substantially all of our revenue will be derived from our operations in such country. Accordingly, our results of operations and prospects will be subject, to a significant extent, to the economic, political and legal policies, developments and conditions in the country in which we operate.

The economic, political and social conditions, as well as government policies, of the country in which our operations are located could affect our business. If in the future such country's economy experiences a downturn or grows at a

slower rate than expected, there may be less demand for spending in certain industries. A decrease in demand for spending in certain industries could materially and adversely affect our ability to find an attractive target business with which to consummate our qualifying transaction and if we effect our qualifying transaction, the ability of that target business to become profitable.

Currency policies may cause a target business' ability to succeed in the international markets to be diminished.

In the event we acquire a non-Canadian target, or a Canadian target with material non-Canadian operations, some or all of our revenues and income would likely be received in a foreign currency, and the dollar equivalent of our net assets and distributions, if any, could be adversely affected by reductions in the value of the local currency. The value of the currencies in our target regions fluctuate and are affected by, among other things, changes in political and economic conditions. Any change in the relative value of such currency against our reporting currency may affect the attractiveness of any target business or, following the closing of our qualifying transaction, our financial condition and results of operations. Additionally, if a currency appreciates in value against the Canadian dollar prior to the closing of our qualifying transaction, the cost of a target business as measured in dollars will increase, which may make it less likely that we are able to consummate such transaction.

CERTAIN CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

In the opinion of Stikeman Elliott LLP, counsel to the Corporation, and Goodmans LLP, counsel to the Underwriter, the following is a summary of the principal Canadian federal income tax considerations under the *Income Tax Act* (Canada) and the regulations thereunder (the "**Tax Act**") generally applicable to a holder who acquires Class A Restricted Voting Units as beneficial owner pursuant to this prospectus and who, at all relevant times, for the purposes of the Tax Act, holds their Class A Restricted Voting Shares, Warrants and Rights, and will hold their Class B Shares issued on the exercise of Warrants, the conversion of the Rights or the automatic conversion of Class A Restricted Voting Shares following the closing of the qualifying transaction (collectively, the "**Securities**") as capital property, deals at arm's length with the Corporation and the Underwriter, and is not affiliated with the Corporation or the Underwriter (a "**Holder**"). This summary does not apply to (i) any of the Founders or our Sponsor, or (ii) a Holder who has entered or will enter into a "derivative forward agreement" as that term is defined in the Tax Act with respect to any of the Securities.

A Security will generally be considered to be capital property to a Holder unless either (i) the Holder holds the Security in the course of carrying on a business of buying and selling securities or (ii) the Holder has acquired the Security in a transaction or transactions considered to be an adventure or concern in the nature of trade.

This summary is based on facts set out in this prospectus, the current provisions of the Tax Act in force as of the date hereof, counsel's understanding of the current administrative policies and assessing practices of the Canada Revenue Agency (the **"CRA"**) made publicly available prior to the date hereof, all specific proposals to amend the Tax Act publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the "**Proposed Amendments**") and certificates of the Corporation and our Sponsor relating to factual matters. No assurances can be given that the Proposed Amendments will be enacted or will be enacted as proposed. Other than the Proposed Amendments, this summary does not take into account or anticipate any changes in law or the administrative policies or assessing practices of the CRA, whether by judicial, legislative, governmental or administrative decision or action, nor does it take into account provincial, territorial or foreign tax legislation or considerations, which may differ significantly from those discussed herein.

On July 18, 2017, the Minister of Finance (Canada) released a consultation paper that included an announcement of the Government's intention to amend the Tax Act to increase the amount of tax applicable to passive investment income earned through a private corporation. No specific amendments to the Tax Act were proposed in connection with this announcement. Holders that are private corporations should consult their own tax advisors.

This summary is of a general nature only and is not intended to be, nor should it be construed to be, legal or tax advice to any particular holder and no representations with respect to the income tax consequences to any particular holder are made. This summary is not exhaustive of all Canadian federal income tax considerations and does not describe the income tax considerations relating to the deductibility of interest on

money borrowed to acquire Class A Restricted Voting Units or to exercise Warrants. Accordingly, prospective investors in Class A Restricted Voting Units should consult their own tax advisors with respect to their own particular circumstances.

Allocation of Cost

A Holder who acquires Class A Restricted Voting Units will be required to allocate the purchase price paid for each Class A Restricted Voting Unit on a reasonable basis between the Class A Restricted Voting Share, Warrant and Right comprising each Class A Restricted Voting Unit in order to determine their respective costs to such Holder for the purposes of the Tax Act. For its purposes, the Corporation intends to allocate $9.88 of the offering price as consideration for the issue of each Class A Restricted Voting Share, $0.06 of the offering price as consideration for the issue of each Warrant and $0.06 of the offering price as consideration for the issue of each Right. Although the Corporation believes that its allocation is reasonable, it is not binding on the CRA or the Holders.

A Holder who disposes or is deemed to dispose of Class A Restricted Voting Units will be required to allocate the amount received or deemed to be received for each Class A Restricted Voting Unit on a reasonable basis between the Class A Restricted Voting Share, the Warrant and the Right forming part of each Class A Restricted Voting Unit in order to determine their respective proceeds of disposition to such Holder for the purposes of the Tax Act.

Holders Resident in Canada

This section of the summary applies to a Holder who, at all relevant times, is, or is deemed to be, resident in Canada for the purposes of the Tax Act and any applicable income tax treaty or convention (a "**Resident Holder**"). This summary is not applicable to a Resident Holder: (i) that is a "financial institution" for purposes of the mark-to-market rules in the Tax Act; (ii) that is a "specified financial institution" as defined in the Tax Act; (iii) that reports its "Canadian tax results" within the meaning of the Tax Act in a currency other than Canadian currency; or (iv) an interest in which is a "tax shelter investment" for the purposes of the Tax Act. Such Resident Holders should consult their own tax advisors.

A Resident Holder whose Class A Restricted Voting Shares or Class B Shares might not otherwise qualify as capital property may be entitled to make the irrevocable election provided by subsection 39(4) of the Tax Act to have the Class A Restricted Voting Shares, Class B Shares and every other "Canadian security" (as defined in the Tax Act) owned by such Resident Holder in the taxation year of the election and in all subsequent taxation years deemed to be capital property. Resident Holders should consult their own tax advisors for advice as to whether an election under subsection 39(4) of the Tax Act is available and/or advisable in their particular circumstances. Such election will not apply in respect of Warrants or Rights. See "– Disposition of Securities" below.

Exercise or Expiry of Warrants and Rights

No gain or loss will be realized by a Resident Holder of a Warrant or Right upon the exercise of such Warrant or conversion of such Right. When a Warrant is exercised, or a Right is converted, the Resident Holder's cost of the Class B Share acquired thereby will be equal to the adjusted cost base of the Warrant or Right, as applicable, to such Resident Holder, plus, in the case of the Warrants, the amount paid on the exercise of the Warrant. For the purpose of computing the adjusted cost base to a Resident Holder of each Class B Share acquired on the exercise of a Warrant or conversion of a Right, the cost of such Class B Share must be averaged with the adjusted cost base to such Resident Holder of all other Class B Shares (if any) held by the Resident Holder as capital property immediately prior to the exercise of such Warrant or conversion of such Right, as applicable.

Generally, the expiry of an unexercised Warrant or unconverted Right will give rise to a capital loss equal to the adjusted cost base to the Resident Holder of such expired Warrant or Right. See "Disposition of Securities" below.

Dividends

A Resident Holder will be required to include in computing its income for a taxation year dividends (including deemed dividends) received or deemed to be received on the Class A Restricted Voting Shares and Class B Shares.

In the case of a Resident Holder that is an individual (other than certain trusts), such dividends will be subject to the gross-up and dividend tax credit rules applicable to taxable dividends received from taxable Canadian corporations. Taxable dividends received from a taxable Canadian corporation which are designated by such corporation as "eligible dividends" will be subject to an enhanced gross-up and dividend tax credit regime in accordance with the rules in the Tax Act. Following a qualifying transaction, there may be limitations on the ability of the Corporation to designate dividends as eligible dividends.

In the case of a Resident Holder that is a corporation, the amount of any such taxable dividend that is included in its income for a taxation year will generally be deductible in computing its taxable income for that taxation year. Pursuant to subsection 55(2) of the Tax Act, in certain circumstances a dividend or deemed dividend received by a Resident Holder that is a corporation may be treated as a capital gain or proceeds of disposition. Resident Holders should contact their own tax advisors in this regard.

The Class A Restricted Voting Shares will be "short-term preferred shares" and "taxable preferred shares", each as defined in the Tax Act, and as a result, Resident Holders will not be subject to tax under Part IV.1 of the Tax Act on dividends received (or deemed to be received) on the Class A Restricted Voting Shares.

A Resident Holder that is a "private corporation" or a "subject corporation", as defined in the Tax Act, will generally be liable to pay a refundable tax under Part IV of the Tax Act on dividends received on the Class A Restricted Voting Shares and Class B Shares to the extent such dividends are deductible in computing the Resident Holder's taxable income for the year. A "subject corporation" is generally a corporation (other than a private corporation) controlled directly or indirectly by or for the benefit of an individual (other than a trust) or a related group of individuals (other than trusts).

Redemptions

If the Corporation redeems Class A Restricted Voting Shares or otherwise acquires or cancels Class A Restricted Voting Shares or Class B Shares (other than by a purchase by the Corporation of the shares in the open market in the manner in which shares are normally purchased by any member of the public in the open market), the Resident Holder will be deemed to have received a dividend equal to the amount, if any, paid by the Corporation on the redemption, acquisition or cancellation of such shares in excess of the paid-up capital (as determined for purposes of the Tax Act) of such shares immediately before such time. The amount of any deemed dividend will not be included in computing the Resident Holder's proceeds of disposition for purposes of computing the capital gain or capital loss arising on the disposition of such shares. In the case of a corporate Resident Holder, it is possible that in certain circumstances all or part of any such deemed dividend may be treated as proceeds of disposition and not as a dividend. See "Disposition of Securities" below regarding the tax treatment of proceeds of disposition.

Conversion

The automatic conversion of Class A Restricted Voting Shares into Class B Shares will be deemed not to constitute a disposition of property for purposes of the Tax Act and, accordingly, will not give rise to a capital gain or capital loss.

The cost to a Resident Holder of the Class B Shares received on the conversion of Class A Restricted Voting Shares will be deemed to be equal to the Resident Holder's adjusted cost base of the converted Class A Restricted Voting Shares immediately before the conversion. For the purpose of computing the adjusted cost base to a Resident Holder of each Class B Share acquired on the conversion of a Class A Restricted Voting Share, the cost of such Class B Share must be averaged with the adjusted cost base to such Resident Holder of all other Class B Shares (if any) held by the Resident Holder as capital property immediately prior to the conversion.

Disposition of Securities

Upon the redemption, retraction, or other disposition of a Security (other than a disposition arising on the exercise of a Warrant or the conversion of a Right by a Resident Holder), a Resident Holder will realize a capital gain (or capital loss) in the taxation year of the disposition equal to the amount by which the Resident Holder's proceeds of disposition, net of any reasonable costs of disposition, exceed (or are exceeded by) the adjusted cost base to the

Resident Holder of the particular Security immediately before the disposition or deemed disposition. The amount of any deemed dividend arising on the redemption by the Corporation of Class A Restricted Voting Shares will not be included in computing the Resident Holder's proceeds of disposition for purposes of computing the capital gain (or capital loss) arising on the disposition of such Class A Restricted Voting Shares. See "– Redemptions" above.

A Resident Holder will be required to include in computing its income for the taxation year of disposition one-half of the amount of any capital gain (a "**taxable capital gain**") realized in such taxation year. Subject to and in accordance with the provisions of the Tax Act, a Resident Holder will be required to deduct one-half of the amount of any capital loss realized in a particular taxation year (an "**allowable capital loss**") against taxable capital gains realized in the taxation year. Allowable capital losses in excess of taxable capital gains for a taxation year may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any subsequent taxation year against net taxable capital gains realized in such taxation years, to the extent and under the circumstances specified in the Tax Act.

The amount of any capital loss realized on the disposition or deemed disposition of a Class A Restricted Voting Share or Class B Share by a Resident Holder that is a corporation may, in certain circumstances, be reduced by the amount of dividends received or deemed to have been received by it on such share to the extent and under the circumstances specified in the Tax Act. Analogous rules apply to a partnership or trust of which a corporation, partnership or trust is a member or beneficiary.

A Resident Holder that is throughout the relevant taxation year a "Canadian controlled private corporation" (as defined in the Tax Act) may be liable to pay a refundable tax on its "aggregate investment income" (as defined in the Tax Act) for the year, including taxable capital gains.

Alternative Minimum Tax

In general terms, a Resident Holder who is an individual (other than certain trusts) that receives or is deemed to have received taxable dividends on the Class A Restricted Voting Shares or Class B Shares, or realizes a capital gain on the disposition or deemed disposition of Securities, may be liable for alternative minimum tax under the Tax Act. Resident Holders that are individuals should consult their own tax advisors in this regard.

Holders not Resident in Canada

This portion of the summary is generally applicable to a Holder who, at all relevant times, for purposes of the Tax Act: (i) is not, and is not deemed to be, resident in Canada for the purposes of the Tax Act or any applicable income tax treaty or convention; and (ii) does not and will not use or hold, and is not and will not be deemed to hold, the Securities in connection with carrying on a business in Canada (a **"Non-Resident Holder"**). This summary does not apply to a Non-Resident Holder that carries on, or is deemed to carry on, an insurance business in Canada and elsewhere and such Holders should consult their own tax advisors.

Exercise or Expiry of Warrants and Rights

The tax consequences of the exercise and expiry of a Warrant and the conversion and expiry of a Right held by a Non-Resident Holder are the same as those described above under "Holders Resident in Canada – Exercise or Expiry of Warrants and Rights".

Dividends

Under the Tax Act, dividends on Class A Restricted Voting Shares and Class B Shares paid or credited or deemed to be paid or credited to a Non-Resident Holder will be subject to Canadian withholding tax at the rate of 25% of the gross amount of the dividends, subject to any reduction in the rate of withholding to which the Non-Resident Holder is entitled under any applicable income tax treaty or convention between Canada and the country in which the Non-Resident Holder is resident. For example, where a Non-Resident Holder is a resident of the United States, is fully entitled to the benefits under the *Canada-United States Income Tax Convention* (1980), as amended, and is the

beneficial owner of the dividend, the applicable rate of Canadian withholding tax is generally reduced to 15% of the amount of such dividend.

Redemptions

If the Corporation redeems Class A Restricted Voting Shares or otherwise acquires or cancels Class A Restricted Voting Shares or Class B Shares (other than by a purchase by the Corporation of the shares in the open market in the manner in which shares are normally purchased by any member of the public in the open market), the Non-Resident Holder will be deemed to have received a dividend equal to the amount, if any, paid by the Corporation on the redemption, acquisition or cancellation of such shares in excess of the paid-up capital (as determined for purposes of the Tax Act) of such shares immediately before such time. The amount of any deemed dividend will not be included in computing the Non-Resident Holder's proceeds of disposition for purposes of computing the capital gain or capital loss arising on the disposition of such shares. See "— Disposition of Securities" below.

Conversion

The tax consequences of the automatic conversion of a Class A Restricted Voting Share held by a Non-Resident Holder to a Class B Share are the same as those described above under "Holders Resident in Canada – Conversion".

Disposition of Securities

Upon the redemption, retraction, or other disposition of a Security (other than a disposition arising on the exercise of a Warrant or conversion of a Right), a Non-Resident Holder will realize a capital gain (or capital loss) in the taxation year of the disposition equal to the amount by which the Non-Resident Holder's proceeds of disposition, net of any reasonable costs of disposition, exceed (or are exceeded by) the adjusted cost base to the Non-Resident Holder of the particular Security immediately before the disposition or deemed disposition. The amount of any deemed dividend arising on the redemption by the Corporation of Class A Restricted Voting Shares will not be included in computing the Non-Resident Holder's proceeds of disposition for purposes of computing the capital gain (or capital loss) arising on the disposition of such Class A Restricted Voting Shares. See "– Redemptions" above.

A Non-Resident Holder will not be subject to tax under the Tax Act in respect of any capital gain realized by such Non-Resident Holder on a disposition of the Securities, unless the Securities constitute "taxable Canadian property" (as defined in the Tax Act) of the Non-Resident Holder at the time of disposition and the Non-Resident Holder is not entitled to relief under an applicable income tax treaty or convention.

As long as the Class A Restricted Voting Shares or Class B Shares, as applicable, are then listed on a designated stock exchange for purposes of the Tax Act (which currently includes the Exchange), the Class A Restricted Voting Shares, Warrants and Rights or the Class B Shares, Warrants and Rights, as applicable, generally will not constitute taxable Canadian property of a Non-Resident Holder, unless: (a) at any time during the 60-month period immediately preceding the disposition or deemed disposition of the Security (as applicable): (i) 25% or more of the issued shares of any class or series of the share capital of the Corporation were owned by, or belonged to, one or any combination of (x) the Non-Resident Holder, (y) persons with whom the Non-Resident Holder did not deal at arm's length (within the meaning of the Tax Act) and (z) partnerships in which the Non-Resident Holder or a person referred to in (y) holds a membership interest directly or indirectly through one or more partnerships; and (ii) more than 50% of the fair market value of the Class A Restricted Voting Share or Class B Share, as applicable, was derived directly or indirectly from one or any combination of: (A) real or immovable property situated in Canada; (B) Canadian resource property (as defined in the Tax Act); (C) timber resource property (as defined in the Tax Act); or (D) options in respect of, or interests in, or for civil law rights in, property described in any of (A) through (C) above, whether or not such property exists; or (b) the Security (as applicable) is otherwise deemed under the Tax Act to be taxable Canadian property.

If the Securities are taxable Canadian property to a Non-Resident Holder, any capital gain realized on the disposition or deemed disposition of such Securities may not be subject to Canadian federal income tax pursuant to the terms of an applicable income tax treaty or convention between Canada and the country of residence of a Non-Resident Holder. Non-Resident Holders whose Securities are taxable Canadian property should consult their own tax advisors.

EXCHANGE OF INFORMATION

There are due diligence and reporting obligations in the Tax Act which were enacted to implement the Canada-United States Enhanced Tax Information Exchange Agreement (the "**IEA**"). By reference to the IEA, as long as the Class A Restricted Voting Shares, the Warrants or the Rights are listed and continue to be listed on the Exchange, such shares, warrants or rights should not be United States reportable accounts and, as a result, the Corporation should not be required to provide information to the CRA in respect of holders of such shares, warrants or rights. However, the dealers, through which such holders hold their shares, warrants or rights, may be subject to due diligence and reporting obligations with respect to financial accounts that they maintain for their clients, and accordingly, holders of Class A Restricted Voting Shares, Warrants or Rights may be requested to provide information to their dealers to allow the dealers to identify *United States persons* holding Class A Restricted Voting Shares, Warrants or Rights, as well as "controlling persons" of holders who are *United States persons*. If a holder or a "controlling person" is a *United States person* (including, for example, a United States citizen or green card holder who is resident in Canada), or if the holder does not provide the requested information, Part XVIII of the Tax Act will generally require information about the holder's investment in the Corporation, including certain personal identifying details as specified in the IEA, to be reported to the CRA, unless the investment is held within certain registered plans. The CRA will automatically provide this information to the United States Internal Revenue Service.

In addition, Canada has signed the Organization for Economic Co-operation and Development ("**OECD"**) Multilateral Competent Authority Agreement and Common Reporting Standard ("**CRS**"). The CRS is a global model for the automatic exchange of information on certain financial account information applicable to residents of jurisdictions other than Canada or the United States. As long as Class A Restricted Voting Shares, Warrants and Rights are registered in the name of CDS and/or held with a dealer, the Corporation should not have any reportable accounts and, as a result, should not be required to provide information to the CRA in respect of its holders. However, the dealers through which holders hold their Class A Restricted Voting Shares, Warrants and Rights will be required, under new Part XIX of the Tax Act, to have procedures in place to identify Class A Restricted Voting Shares, Warrants and Rights held by residents of foreign countries (other than the United States) or by certain entities the "controlling persons" of which are resident in such foreign countries and to report required information to the CRA. Such information is to be exchanged beginning in September 2018 on a reciprocal, bilateral basis with the foreign jurisdictions in which the holders of the Class A Restricted Voting Shares, Warrants and Rights, or such controlling persons, as the case may be, are resident, unless the investment is held within certain registered plans.

AUDITORS, TRANSFER AGENT, WARRANT AGENT AND ESCROW AGENT

Our auditors are MNP LLP, having an address at 111 Richmond Street West, Suite 300, Toronto, Ontario, Canada, M5H 2G4. Such firm is independent of the Corporation within the meaning of the Rules of Professional Conduct of the Chartered Professional Accountants of Ontario (registered name of The Institute of Chartered Accountants of Ontario).

Odyssey Trust Company, at its principal offices in Calgary, Alberta, is the transfer agent and registrar for our Class A Restricted Voting Units and Class A Restricted Voting Shares.

Odyssey Trust Company, at its principal offices in Calgary, Alberta, is the Warrant Agent for our Warrants under the Warrant Agreement, is the Rights Agent for our Rights under the Rights Agreement, and is the Escrow Agent.

EXPERTS

Certain legal and tax matters relating to this Offering will be passed upon at the date of this Offering by Stikeman Elliott LLP on our behalf and on behalf of our Sponsor, and by Goodmans LLP, on behalf of the Underwriter.

As at the date hereof, the partners and associates of Stikeman Elliott LLP and Goodmans LLP, as a group, beneficially own, directly or indirectly, none of our securities, but may subscribe for Class A Restricted Voting Units pursuant to this Offering.

PROMOTER

Mercer Park CB, L.P., our Sponsor (who is also one of our Founders), is considered a promoter of the Corporation within the meaning of applicable securities legislation.

As of the date of this prospectus, our Sponsor holds, of record and beneficially, 100% of our outstanding shares. Following the Closing (and assuming no exercise of the Over-Allotment Option), our Sponsor will own, of record and beneficially, 3,420,098 Class B Shares (including 3,170,098 Founders' Shares held by our Sponsor, post-forfeiture of our Sponsor's Over-Allotment Forfeitable Founders' Shares) and 250,000 Class B Units (comprising 250,000 Class B Shares, 250,000 Warrants and 250,000 Rights), representing 21.459% of our issued and outstanding shares (including the Class A Restricted Voting Shares forming part of our Class A Restricted Voting Units and assuming no exercise of our Warrants or conversion of our Rights). If the Over-Allotment Option is exercised in full, our Sponsor will own 3,440,938 Class B Shares (including 3,642,109 Founders' Shares, 273,438 Class B Shares and 273,438 Rights forming part of the 273,438 Class B Units), representing 21.384% of our issued and outstanding shares after the Closing. See "Principal Shareholders". The foregoing assumes that our Sponsor does not purchase any Class A Restricted Voting Units pursuant to this Offering.

Our Sponsor will also purchase 2,500,000 Founders' Warrants under this Offering (assuming no exercise of the Over-Allotment Option).

LEGAL PROCEEDINGS

We are not party to any legal proceedings nor, to our knowledge, are any such proceedings contemplated by or against us.

MATERIAL CONTRACTS

At or prior to the Closing Date, we have not entered into any contracts material to investors in Units, other than:

(a) the Underwriting Agreement;

(b) the Forfeiture and Transfer Restrictions Agreement and Undertaking;

(c) the Exchange Agreement and Undertaking;

(d) the Make Whole Agreement and Undertaking;

(e) the Escrow Agreement;

(f) the Warrant Agreement; and

(g) the Rights Agreement.

Copies of these agreements will be available for inspection at our offices, during ordinary business hours and will be available on SEDAR at www.sedar.com.

EXEMPTIVE RELIEF

The Corporation has applied for exemptive relief, or a waiver until the closing of the qualifying transaction, as applicable, with respect to the following requirements of the Exchange Listing Manual:

1. the requirement to have a minimum of 300 public security holders, contained in section 2.02 of the Exchange Listing Manual, and to maintain a minimum of 150 public security holders, contained in section 3.01 of the Exchange Listing Manual;

2. the requirement to have an escrow agreement with its Founders that complies fully with the requirements of National Policy 46-201 respecting established issuers, contained in section 2.12(2) of the Exchange Listing Manual;

3. the requirement to have an annual investor relations budget of at least $50,000, unless the security is covered by at least one qualified analyst, contained in section 3.01(5) of the Exchange Listing Manual;

4. the requirement to clear and settle, in the case of non-certificated securities, all trades of the Corporation's listed securities (being the Class A Restricted Voting Units, and the Class A Restricted Voting Shares, Warrants and Rights forming part of the Class A Restricted Voting Units) on a book-entry only basis, contained in section 4.03 of the Exchange Listing Manual (as we intend to use the NCI system for non-certificated securities instead, and certain Warrants will be in certificated form);

5. the requirement to have to maintain a website, contained in section 4.08 of the Exchange Listing Manual;

6. the requirement to permit security holders of each class or series to vote at each annual meeting of holders of listed securities on the election of all directors to be elected by such class or series, contained in section 10.02(3) of the Exchange Listing Manual;

7. the requirement to implement a majority voting requirement, contained in section 10.02(5) of the Exchange Listing Manual;

8. the requirement to establish both a compensation committee and a nominating and corporate governance committee, contained in section 10.04 of the Exchange Listing Manual; and

9. the requirement to have certain take-over protective provisions, also referred to as coattail provisions, contained in section 10.19 of the Exchange Listing Manual.

PURCHASERS' STATUTORY RIGHTS OF WITHDRAWAL AND RESCISSION

Securities legislation in certain of the provinces and territories of Canada provides purchasers with the right to withdraw from an agreement to purchase securities. This right may be exercised within two Business Days after receipt or deemed receipt of a prospectus and any amendment. In several of the provinces and territories, securities legislation further provides a purchaser with remedies for rescission or, in some jurisdictions, damages where the prospectus and any amendment contains a misrepresentation or is not delivered to the purchaser, provided that such remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for the particulars of these rights or consult with a legal advisor.

In an offering of the Warrants and Rights forming part of the Units, investors are cautioned that the statutory right of action for damages for a misrepresentation contained in the prospectus is limited, in certain provincial and territorial securities legislation, to the price at which the Warrants and Rights forming part of the Units are offered to the public under this Offering. This means that, under the securities legislation of certain provinces and territories, if the purchaser pays additional amounts upon exercise of the Warrants, those amounts may not be recoverable under the statutory right of action for damages that applies in such provinces and territories. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for the particulars of this right of action for damages or consult with a legal adviser.

APPENDIX A
CHARTER OF THE AUDIT COMMITTEE
OF CANNABIS STRATEGIES ACQUISITION CORP.

Section 1 PURPOSE

The audit committee (the "**Audit Committee**") is a committee of the board of directors (the **"Board"**) of Cannabis Strategies Acquisition Corp. (the **"Corporation"**). The primary function of the Audit Committee is to assist the directors of the Corporation in fulfilling their applicable roles by:

(a) recommending to the Board the appointment and compensation of the Corporation's external auditor;

(b) overseeing the work of the external auditor, including the resolution of disagreements between the external auditor and management;

(c) pre-approving all non-audit services (or delegating such pre-approval if and to the extent permitted by law) to be provided to the Corporation by the Corporation's external auditor;

(d) satisfying themselves that adequate procedures are in place for the review of the Corporation's public disclosure of financial information, other than those described in (g) below, extracted or derived from its financial statements, including periodically assessing the adequacy of such procedures;

(e) establishing procedures for the receipt, retention and treatment of complaints received by the Corporation regarding accounting, internal controls or auditing matters, and for the confidential, anonymous submission by employees of the Corporation of concerns regarding questionable accounting or auditing matters;

(f) reviewing and approving any proposed hiring of current or former partner or employee of the current and former auditor of the Corporation; and

(g) reviewing and approving the annual and interim financial statements, related Management Discussion and Analysis ("**MD&A**") and other financial information provided by the Corporation to any governmental body or the public.

The Audit Committee should primarily fulfill these roles by carrying out the activities enumerated in this Charter. However, it is not the duty of the Audit Committee to prepare financial statements, to plan or conduct internal or external audits, to determine that the financial statements are complete and accurate and are in accordance with Canadian generally accepted accounting principles, to conduct investigations, or to assure compliance with laws and regulations or the Corporation's internal policies, procedures and controls, as these are the responsibility of management, and in certain cases, the external auditor.

Section 2 LIMITATIONS ON AUDIT COMMITTEE'S DUTIES

In contributing to the Audit Committee's discharge of its duties under this Charter, each member of the Audit Committee shall be obliged only to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. Nothing in this Charter is intended to be, or may be construed as, imposing on any members of the Audit Committee a standard of care or diligence that is in any way more onerous or extensive than the standard to which the directors are subject.

Members of the Audit Committee are entitled to rely, absent actual knowledge to the contrary, on (i) the integrity of the persons and organizations from whom they receive information, (ii) the accuracy and completeness of the information provided, (iii) representations made by management as to the non-audit services provided to the Corporation by the external auditor, (iv) financial statements of the Corporation represented to them by a member of management or in a written report of the external auditors to present fairly the financial position of the Corporation

in accordance with generally accepted accounting principles, and (v) any report of a lawyer, accountant, engineer, appraiser or other person whose profession lends credibility to a statement made by any such person.

Section 3 COMPOSITION AND MEETINGS

The Audit Committee should be comprised of not less than three directors as determined by the Board, all of whom shall be independent within the meaning of NI 52-110 – *Audit Committees* ("**52-110**") of the Canadian Securities Administrators (or exempt therefrom), and free of any relationship that, in the opinion of the Board, would interfere with the exercise of his or her independent judgment as a member of the Audit Committee. All members of the Audit Committee should have (or should gain within a reasonable period of time after appointment) a working familiarity with basic finance and accounting practices. At least one member of the Audit Committee should have accounting or related financial management expertise and be considered a financial expert. Each member should be "financially literate" within the meaning of 52-110. The Audit Committee members may enhance their familiarity with finance and accounting by participating in educational programs conducted by the Corporation or an outside consultant.

The members of the Audit Committee shall be elected by the Board on an annual basis or until their successors shall be duly appointed. Unless a Chair of the Audit Committee (the "**Chair**") is elected by the full Board, the members of the Audit Committee may designate a Chair by majority vote of the full Audit Committee membership.

In addition, the Audit Committee members should meet all of the requirements for members of audit committees as defined from time to time under applicable legislation and the rules of any stock exchange on which the Corporation's securities are listed or traded.

The Audit Committee should meet at least four times annually, or more frequently as circumstances require. The Audit Committee should meet within forty-five (45) days following the end of the first three financial quarters to review and discuss the unaudited financial results for the preceding quarter and the related MD&A, and should meet within 90 days following the end of the fiscal year end to review and discuss the audited financial results for the preceding quarter and year and the related MD&A.

The Audit Committee may ask members of management or others to attend meetings and provide pertinent information as necessary. For purposes of performing their duties, members of the Audit Committee shall have full access to all corporate information and any other information deemed appropriate by them, and shall be permitted to discuss such information and any other matters relating to the financial position of the Corporation with senior employees, officers and the external auditor of the Corporation, and others as they consider appropriate.

For greater certainty, management is indirectly accountable to the Audit Committee and is responsible for the timeliness and integrity of the financial reporting and information presented to the Board.

In order to foster open communication, the Audit Committee or its Chair should meet at least annually with management and the external auditor in separate sessions to discuss any matters that the Audit Committee or each of these groups believes should be discussed privately. In addition, the Audit Committee or its Chair should meet with management quarterly in connection with the Corporation's interim financial statements.

A quorum for the transaction of business at any meeting of the Audit Committee shall be a majority of the number of members of the Audit Committee or such greater number as the Audit Committee shall by resolution determine.

Meetings of the Audit Committee shall be held from time to time and at such place as any member of the Audit Committee shall determine upon 48 hours' notice to each of its members. The notice period may be waived by all members of the Audit Committee. Each of the Chair of the Board, the external auditor, the Chief Executive Officer, the Chief Financial Officer or the Secretary shall be entitled to request that any member of the Audit Committee call a meeting.

This Charter is subject in all respects to the Corporation's articles of incorporation and by-laws from time to time.

Section 4 ROLE

As part of its function in assisting the Board in fulfilling its oversight role (and without limiting the generality of the Audit Committee's role), the Audit Committee should:

(1) Determine any desired agenda items;

(2) Review and recommend to the Board changes to this Charter, as considered appropriate from time to time;

(3) Review the public disclosure regarding the Audit Committee required by 52-110;

(4) Review and seek to ensure that disclosure controls and procedures and internal control over financial reporting frameworks are operational and functional;

(5) Summarize in the Corporation's annual information form the Audit Committee's composition and activities, as required; and

(6) Submit the minutes of all meetings of the Audit Committee to the Board upon request.

Documents / Reports Review

(7) Review and recommend to the Board for approval the Corporation's annual and interim financial statements, including any certification, report, opinion, undertaking or review rendered by the external auditor and the related MD&A, as well as such other financial information of the Corporation provided to the public or any governmental body as the Audit Committee or the Board require.

(8) Review other financial information provided to any governmental body or the public as they see fit.

(9) Review, recommend and approve any of the Corporation's press releases that contain financial information.

(10) Seek to satisfy itself and ensure that adequate procedures are in place for the review of the Corporation's public disclosure of financial information extracted or derived from the Corporation's financial statements and related MD&A and periodically assess the adequacy of those procedures.

External Auditor

(11) Recommend to the Board the selection of the external auditor, considering independence and effectiveness, and review the fees and other compensation to be paid to the external auditor.

(12) Review and seek to ensure that all financial information provided to the public or any governmental body, as required, provides for the fair presentation of the Corporation's financial condition, financial performance and cash flow.

(13) Instruct the external auditor that its ultimate client is not management and that it is required to report directly to the Audit Committee, and not management.

(14) Monitor the relationship between management and the external auditor including reviewing any management letters or other reports of the external auditor and discussing any material differences of opinion between management and the external auditor.

(15) Review and discuss, on an annual basis, with the external auditor all significant relationships it has with the Corporation to determine the external auditor's independence.

(16) Pre-approve all non-audit services (or delegate such pre-approval, as the Audit Committee may determine and as permitted by applicable Canadian securities laws) to be provided by the external auditor.

(17) Review the performance of the external auditor and any proposed discharge of the external auditor when circumstances warrant.

(18) Periodically consult with the external auditor out of the presence of management about significant risks or exposures, internal controls and other steps that management has taken to control such risks, and the fullness and accuracy of the financial statements, including the adequacy of internal controls to expose any payments, transactions or procedures that might be deemed illegal or otherwise improper.

(19) Communicate directly with the external auditor and arrange for the external auditor to be available to the Audit Committee and the full Board as needed.

(20) Review and approve any proposed hiring by the Corporation of current or former partners or employees of the current (and any former) external auditor of the Corporation.

Audit Process

(21) Review the scope, plan and results of the external auditor's audit and reviews, including the auditor's engagement letter, the post-audit management letter, if any, and the form of the audit report. The Audit Committee may authorize the external auditor to perform supplemental reviews, audits or other work as deemed desirable.

(22) Following completion of the annual audit and quarterly reviews, review separately with each of management and the external auditor any significant changes to planned procedures, any difficulties encountered during the course of the audit and, if applicable, reviews, including any restrictions on the scope of work or access to required information and the cooperation that the external auditor received during the course of the audit and, if applicable, reviews.

(23) Review any significant disagreements among management and the external auditor in connection with the preparation of the financial statements.

(24) Where there are significant unsettled issues between management and the external auditor that do not affect the audited financial statements, the Audit Committee shall seek to ensure that there is an agreed course of action leading to the resolution of such matters.

Financial Reporting Processes

(25) Review the integrity of the financial reporting processes, both internal and external, in consultation with the external auditor as they see fit.

(26) Consider the external auditor's judgments about the quality, transparency and appropriateness, not just the acceptability, of the Corporation's accounting principles and financial disclosure practices, as applied in its financial reporting, including the degree of aggressiveness or conservatism of its accounting principles and underlying estimates, and whether those principles are common practices or are minority practices.

(27) Review all material balance sheet issues, material contingent obligations (including those associated with material acquisitions or dispositions) and material related party transactions.

(28) Review with management and the external auditor the Corporation's accounting policies and any changes that are proposed to be made thereto, including all critical accounting policies and practices used, any alternative treatments of financial information that have been discussed with management, the ramification of their use and the external auditor's preferred treatment and any other material communications with management with respect thereto.

(29) Review the disclosure and impact of contingencies and the reasonableness of the provisions, reserves and estimates that may have a material impact on financial reporting.

(30) If considered appropriate, establish separate systems of reporting to the Audit Committee by each of management and the external auditor.

(31) Periodically consider the need for an internal audit function, if not present.

Risk Management

(32) Review program of risk assessment and steps taken to address significant risks or exposures of all types, including insurance coverage and tax compliance.

General

(33) With prior Board approval, the Audit Committee may at its discretion retain independent counsel, accountants and other professionals to assist it in the conduct of its activities and to set and pay (as an expense of the Corporation) the compensation for any such advisors.

(34) Respond to requests by the Board with respect to the functions and activities that the Board requests the Audit Committee to perform.

(35) Periodically review this Charter and, if the Audit Committee deems appropriate, recommend to the Board changes to this Charter.

(36) Review the public disclosure regarding the Audit Committee required from time to time by applicable Canadian securities laws, including:

(i) the Charter of the Audit Committee;

(ii) the composition of the Audit Committee;

(iii) the relevant education and experience of each member of the Audit Committee;

(iv) the external auditor services and fees; and

(v) such other matters as the Corporation is required to disclose concerning the Audit Committee.

(37) Review in advance, and approve, the hiring and appointment of the Corporation's senior financial executives by the Corporation, if any.

(38) Perform any other activities as the Audit Committee deems necessary or appropriate including ensuring all regulatory documents are compiled to meet Committee reporting obligations under 52-110.

Section 5 AUDIT COMMITTEE COMPLAINT PROCEDURES

Submitting a Complaint

(39) Anyone may submit a complaint regarding conduct by the Corporation or its employees or agents (including its independent auditors) reasonably believed to involve questionable accounting, internal accounting controls or auditing matters. The Chair should oversee treatment of such complaints.

Procedures

(40) The Chair will be responsible for the receipt and administration of employee complaints.

(41) In order to preserve anonymity when submitting a complaint regarding questionable accounting or auditing matters, the employee may submit a complaint confidentially.

Investigation

(42) The Chair should review and investigate the complaint. Corrective action will be taken when and as warranted in the Chair's discretion.

Confidentiality

(43) The identity of the complainant and the details of the investigation should be kept confidential throughout the investigatory process.

Records and Report

(44) The Chair should maintain a log of complaints, tracking their receipt, investigation, findings and resolution, and should prepare a summary report for the Audit Committee.

The Audit Committee is a committee of the Board and is not and shall not be deemed to be an agent of the Corporation's securityholders for any purpose whatsoever. The Board may, from time to time, permit departures from the terms hereof, either prospectively or retrospectively, and no provision contained herein is intended to give rise to civil liability to securityholders of the Corporation or other liability whatsoever.

APPENDIX B
FINANCIAL STATEMENTS

Cannabis Strategies Acquisition Corp.

Financial Statements

For the Period Ended

September 30, 2017

(In Canadian Dollars)

Independent Auditors' Report

To the Shareholder of Cannabis Strategies Acquisition Corp.:

We have audited the accompanying financial statements of Cannabis Strategies Acquisition Corp., which comprise the statement of financial position as at September 30, 2017 and the statements of income and comprehensive income, changes in shareholder's equity and cash flows, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal controls relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of Cannabis Strategies Acquisition Corp. as at September 30, 2017 and its financial performance and its cash flows for the period from the date of incorporation (July 31, 2017) to September 30, 2017, in accordance with International Financial Reporting Standards.

MNP LLP

Toronto, Ontario
December 12, 2017

Chartered Professional Accountants
Licensed Public Accountants

MNP LLP

Cannabis Strategies Acquisition Corp.
Statement of Financial Position
(In Canadian Dollars)

	September 30, 2017
Assets	
Current	
Cash	**$10**
Total Assets	**$10**
Shareholder's Equity	
Share capital (note 3)	**$10**
Total Shareholder's Equity	**$10**

Subsequent events (note 4)

The accompanying notes are an integral part of these financial statements.

Approved on behalf of the Board

"Jonathan Sandelman"
Director

"Kamaldeep Thindal"
Director

Cannabis Strategies Acquisition Corp.
Statement of Income and Comprehensive Income
(In Canadian Dollars)

	For the Period Ended September 30, 2017
Revenue	
Revenue	**$-**
	-
Expenses	
Expenses	**-**
	-
Income before income taxes	**-**
Provision for income taxes	**-**
Net income and comprehensive income for the period	**$-**
Earnings per share	
Basic	**$-**
Diluted	**$-**

The accompanying notes are an integral part of these financial statements.

Cannabis Strategies Acquisition Corp.
Statement of Changes in Shareholder's Equity
(In Canadian Dollars, Except for Number of Shares Outstanding)

	For the Period Ended September 30, 2017	
	Number of Shares	**Share Capital**
Share capital		
Outstanding, beginning of period	-	$-
Issuance of Class B shares (note 3)	1	10
Outstanding, end of period	**1**	**$10**

The accompanying notes are an integral part of these financial statements.

Cannabis Strategies Acquisition Corp.
Statement of Cash Flows
(In Canadian Dollars)

	For the Period Ended September 30, 2017
Operating activities	
Net income for the period	**$-**
Cash provided by operating activities	**-**
Financing activities	
Issuance of Class B shares (note 3)	**10**
Cash provided by financing activities	**10**
Net increase in cash during the period	**10**
Cash, beginning of period	**-**
Cash, end of period	**$10**

The accompanying notes are an integral part of these financial statements.

1. CORPORATE INFORMATION

Cannabis Strategies Acquisition Corp. (the "Corporation") is a special purpose acquisition corporation which was incorporated for the purpose of effecting an acquisition of one or more businesses or assets, by way of a merger, amalgamation, arrangement, share exchange, asset acquisition, share purchase, reorganization, or any other similar business combination involving the Corporation (a "Qualifying Transaction").

The Corporation was incorporated on July 31, 2017 under the Business Corporation Act (Ontario), and is domiciled in Canada. The registered office of the Corporation is located at 199 Bay Street, Suite 5300, Commerce Court West, Toronto, Ontario, M5L 1B9.

The financial statements were authorized for issuance by the Board of Directors of the Corporation on December 12, 2017.

2. SIGNIFICANT ACCOUNTING POLICIES

The significant accounting policies adopted by the Corporation in the preparation of its financial statements are set out below.

Basis of presentation

These financial statements of the Corporation as at and for the period ended September 30, 2017 have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB").

These financial statements of the Corporation have been prepared on a historical cost basis. The Corporation's functional and presentation currency is the Canadian dollar.

Cash

Cash is comprised of amounts held in escrow.

Use of estimates

The preparation of financial statements require management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenue and expense during the reporting period. Actual results could differ from those estimates.

3. SHARE CAPITAL

The Corporation is authorized to issue an unlimited number of Class B shares ("Class B Shares").

On September 25, 2017, in connection with the organization of the Corporation, the Corporation issued 1 Class B Share in exchange for proceeds of $10.00, which 1 Class B Share is owned by Mercer Park CB, L.P. (the "Sponsor"), which acts as the Sponsor of the Corporation.

4. SUBSEQUENT EVENTS

On November 13, 2017, the Corporation filed a preliminary long form prospectus. On November 15, 2017, the Company filed an amended and restated preliminary prospectus.

On December 12, 2017 the Corporation filed a second amended and restated preliminary long form prospectus (the "Prospectus") for purposes of completing a Canadian initial public offering (the "Offering") of 12,500,000 Class A restricted voting units ("Class A Restricted Voting Units") at $10.00 per unit. In accordance with the Prospectus, each Class A Restricted Voting Unit will consist of one Class A Restricted Voting share ("Class A Restricted Voting Share"), one warrant ("Warrant") and one right ("Right") of the Corporation. Holders of Class A Restricted Voting Shares are entitled to redeem their shares under certain requirements. However, all Class A Restricted Voting Shares would be subject to redemption in the event that a Qualifying Transaction is not completed within the permitted timeline. Upon the closing of a Qualifying Transaction, each Class A Restricted Voting Share would, unless previously redeemed, be automatically converted into one Class B Share. Each Right shall entitle the holder, upon the closing of a Qualifying Transaction, to receive one-tenth (1/10) of a Class A Restricted Voting Share (which at such time will represent one-tenth (1/10) of a Class B Share, subject to adjustment under the terms of the Qualifying Transaction). The Warrants will become exercisable only commencing 65 days after the completion of a Qualifying Transaction at an exercise price of $11.50. The Warrants will expire on the day that is five years after the completion of a Qualifying Transaction or earlier, as described in the Prospectus. Any Right that has not been converted within two (2) years after the completion of a Qualifying Transaction shall be null and void.

In accordance with the Prospectus, upon closing of the Offering, the Sponsor intends to purchase an aggregate of 250,000 Class B Units (the "Class B Units") at an offering of $10.00 per Class B Unit (assuming no exercise of the "Over-Allotment Option"). The Over-Allotment Option consists of the option granted by the Corporation to the Underwriter to purchase up to an additional 1,875,000 Class A Restricted Voting Units, as at price of $10.00 per Class A Restricted Voting Unit, exercisable for a period of 30 days from the Closing Date. Each Class B Unit consists of one Class B Share, one Warrant and one Right. The Sponsor also intends to purchase an aggregate of 2,500,000 share purchase warrants ("Founders' Warrants") at an offering price of $1.00 per Founders' Warrant, that will occur simultaneously with the closing. The Sponsor intends to purchase in aggregate an additional 234,375 Founders' Warrants and an additional 23,438 Class B Units in the event the underwriter exercises the Over-Allotment Option in full. The Founders' Warrants will be subject to the same terms and conditions as the Warrants underlying the Class A Restricted Voting Units and Class B Units, except as otherwise disclosed in the Prospectus. The Rights underlying the Class B Units will be subject to the same terms and conditions as the Rights underlying the Class A Restricted Voting Units.

In accordance with the Prospectus, at or prior to the closing of the Offering, assuming the Over-Allotment Option offered to the underwriter of the Offering is exercised in full, a total of 3,662,109 Class B Shares will be purchased by the Sponsor, Kamaldeep Thindal and Charles Miles (or persons or companies controlled by them) (collectively, the "Founders") for an aggregate price of $25,000, or approximately $0.0068 per Class B Share (the "Founders Shares"). Up to 474,609 of the Founders Shares are subject to forfeiture by the Founders without compensation depending on the extent to which the Over-Allotment Option is exercised.

CERTIFICATE OF CANNABIS STRATEGIES ACQUISITION CORP. AND PROMOTER

December 12, 2017

This amended and restated prospectus constitutes full, true and plain disclosure of all material facts relating to the securities offered by this amended and restated prospectus as required by securities legislation of each of the provinces and territories of Canada, except Quebec.

By: (SIGNED) "*JONATHAN SANDELMAN*"
JONATHAN SANDELMAN
CHIEF EXECUTIVE OFFICER, CHAIRMAN AND CORPORATE SECRETARY

By: (SIGNED) "*CARMELO MARRELLI*"
CARMELO MARRELLI
CHIEF FINANCIAL OFFICER

ON BEHALF OF THE BOARD OF DIRECTORS

By: (SIGNED) "*KAMALDEEP THINDAL*"
KAMALDEEP THINDAL
DIRECTOR

By: (SIGNED) "*CHARLES MILES*"
CHARLES MILES
DIRECTOR

MERCER PARK CB, L.P., BY ITS GENERAL PARTNER, MERCER PARK CB GP, LLC, AS PROMOTER

By: (SIGNED) "*JONATHAN SANDELMAN*"
JONATHAN SANDELMAN
MEMBER

CERTIFICATE OF THE UNDERWRITER

December 12, 2017

To the best of our knowledge, information and belief, this amended and restated prospectus constitutes full, true and plain disclosure of all material facts relating to the securities offered by this amended and restated prospectus as required by securities legislation of each of the provinces and territories of Canada, except Quebec.

CANACCORD GENUITY CORP.

(SIGNED) "*MICHAEL SHUH*"
MICHAEL SHUH
MANAGING DIRECTOR & HEAD OF FINANCIAL INSTITUTIONS GROUP BANKING, CANADA AND INVESTMENT BANKING