

REGISTERED AND RECORDS OFFICE AGREEMENT

THIS AGREEMENT is made on the 28th day of August, 2017.

BETWEEN:

IRONWOOD CAPITAL CORP.

(the "Company")

AND:

CAMLEX MANAGEMENT INC.

(the "Agent")

WHEREAS the *Business Corporations Act* (British Columbia) (the "Act") requires the Company to maintain a registered office and a records office in British Columbia (a "Registered Office" and "Records Office" respectively) and keep certain records (collectively "Records") available for inspection and copying by certain persons;

The Company and the Agent agree as follows:

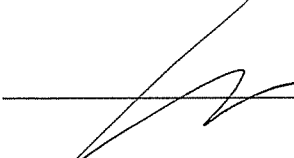
1. The Company appoints the Agent and the Agent agrees to act as the Company's agent to maintain the Company's Records Office at such locations as the Agent may from time to time determine, and to:
 - (a) provide facilities for storage, examination and copying of Records;
 - (b) provide personnel to supervise examination of Records;
 - (c) compile and maintain Records required by the Act (to the extent that the Company furnishes the Agent with documents, instructions and information); and
 - (d) take adequate precautions in preparing and keeping the Records so as to keep the Records in a complete state and to avoid loss, mutilation or destruction of, or falsification of entries in, and provide simple, reliable and prompt access to, the Records.
2. The Agent will permit access to and furnish copies of the Records to the extent and to such persons as provided in the Act, to any director of the Company and any persons specified by any officer or director or other authorized employee of the Company and to personnel of the Agent. In determining whether a person is a director, officer, auditor, member, creditor, liquidator or receiver-manager of the Company, the Agent may rely on the Records and such identifications as the Agent considers adequate.
3. The Company appoints the Agent and the Agent agrees to act as the Company's agent to maintain the Company's Registered Office at such location as the Agent may from time to time determine.

4. The Company will provide the Agent with a current mailing address and telephone number at all times. If documents are served on the Company via the Agent, the Agent will attempt to contact the Company and seek instructions. If the Company has failed to provide the Agent with its current address, the Agent will not be obliged to make any further effort to locate the Company or any officer or director of the Company or to seek instructions.
5. The Company will provide the Agent promptly with all documents and information requested by the Agent and all necessary instructions. The Agent may rely on these and will not be responsible or liable for any error or omission in the Records. If Records are lost or damaged, the Agent's liability will be limited to actual costs of reconstruction or repair of those Records. The Company will indemnify the Agent and its employees from all liability, damages, expenses, actions, claims and demands whatsoever which they may suffer or incur related in any way to services contemplated by this Agreement.
6. The Company will pay the Agent a set-up fee, annual fee, disbursements reasonably incurred and reasonable charges for services beyond those normally required for these purposes, and assigns to the Agent all examination and copying fees, determined by the Agent, collected by the Agent in connection with maintaining the Records Office.
7. This Agreement may be terminated by the Company or the Agent on seven days' written notice to the other.
8. On termination the Company will deliver to the Agent a directors' resolution changing the location of the Records Office and Registered Office, and the necessary authority to file a notice of change of address.
9. All obligations and responsibilities of the Agent under this Agreement cease on termination of this Agreement.
10. This Agreement will ensure to the benefit of and be binding upon successors and assigns of each of the parties.
11. This agreement may be executed in one or more counterparts, each of which so executed shall constitute an original and all of which together shall constitute one and the same agreement.
12. Under this Agreement, and pursuant to Canada's Enacted Anti-Spam Legislation (CASL), the client consents to receiving electronic messages from the Agent, which includes updates, news and publications.

IRONWOOD CAPITAL CORP.

Per:  _____

CAMLEX MANAGEMENT INC.

Per:  _____