

## POOLING AGREEMENT

**THIS AGREEMENT** is dated for reference as of March 31, 2021 and made

**AMONG:**

**LEVITEE LABS INC.**, a company incorporated pursuant to the laws of British Columbia and with a registered office at 6th Floor, 905 West Pender Street, Vancouver, BC, V6C 1L6

(the “**Issuer**”)

**AND:**

**THOSE SHAREHOLDERS OF LEVITEE LABS INC.** set forth as Schedule “A” hereto

(each, a “**Shareholder**” and, collectively, the “**Shareholders**”)

**WHEREAS:**

- A. Each Shareholder has agreed to pool the common shares of the Issuer listed next to its name in Schedule “A” (collectively, the “**Shares**”) upon the closing of the Issuer’s listing on the Canadian Securities Exchange (the “**Listing Date**”) on the terms and conditions as set forth herein.

**NOW THEREFORE** in consideration of the covenants contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which is acknowledged), the parties hereto agree as follows:

**1. Placement of Shares in Pool**

1.1 The Shareholders hereby agree to the pooling of all the Shares subject to the terms and conditions of this Agreement.

1.2 The Shareholders agree that the Shares will be released from pooling as follows:

<b>Release Date</b>	<b>Percentage of Shares Released from Pooling</b>
9 months from Listing Date	25%
12 months from Listing Date	15%
18 months from Listing Date	15%
24 months from Listing Date	15%
30 months from Listing Date	15%
36 months from Listing Date	15%

1.3 The Shareholders agree to the placing of legends on any Shares so as to give effect to the pooling of the Shares contemplated hereby.

**2. Voting of Shares in Pool**

2.1 The Shareholders may exercise all voting rights attached to the Shares held by them.

**3. Waiver of Shareholder's Rights**

3.1 The Shareholders waive no rights attached to the Shares held by them, except the right to sell or otherwise transfer the Shares while they are pooled.

**4. Further Assurances**

4.1 The Parties shall execute and deliver any documents and perform any acts necessary to carry out the intent of this Agreement.

**5. Time**

5.1 Time is of the essence of this Agreement.

**6. Governing Laws**

6.1 This Agreement shall be construed in accordance with and governed by the laws of British Columbia and the laws of Canada applicable in British Columbia.

**7. Counterparts**

7.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one agreement. This Agreement, when executed by any Shareholder in the space opposite their name in Schedule "A" hereto shall, if also signed by the Issuer, constitute a binding agreement between such shareholder and the Issuer notwithstanding that it may not be signed by one or more of the other shareholders.

**8. Language**

8.1 Wherever a singular expression is used in this Agreement, that expression is deemed to include the plural or the body corporate where required by the context.

**9. Enurement**

9.1 This Agreement enures to the benefit of and is binding on the parties and their heirs, executors, administrators, successors and permitted assigns.

The Parties have executed and delivered this Agreement as of the date of reference of this Agreement.

**LEVITEE LABS INC.**

Per: /s/ Pouya Farmand  
Authorized Signatory

**SCHEDULE "A"****SHARES SUBJECT TO POOLING**

<b>Name of Shareholder</b>	<b>Number of Shares</b>	<b>Signature of Shareholder</b>
Sepehr Ansari	2,000,000	/s/ Sepehr Ansari
Saman Sepehripour	750,000	/s/ Saman Sepehripour
Poya Farmand	1,500,000	/s/ Poya Farmand
Mehrdad Momeni	1,500,000	/s/ Mehrdad Momeni
Kelly Abbott	1,500,000	/s/ Kelly Abbott
Justin Rasekh	500,000	/s/ Justin Rasekh
Paul Saunders	600,000	/s/ Paul Saunders
Bridget Babington	600,000	/s/ Bridget Babington
Mary Lynne Crocker	600,000	/s/ Mary Lynne Crocker
Red Tree Holdings Inc.	600,000	/s/ Red Tree Holdings Inc.
Terry Roycroft	750,000	/s/ Terry Roycroft
Socrates Capital Corp.	500,000	/s/ Socrates Capital Corp.
Philip Samuel	600,000	/s/ Philip Samuel
ZDK Holdings Ltd.	500,000	/s/ ZDK Holdings Ltd.
2411472 Ontario Inc.	200,000	/s/ 2411472 Ontario Inc.
Robert W. E. Laurie	300,000	/s/ Robert W. E. Laurie
Socrates Capital Corp.	800,000	/s/ Socrates Capital Corp.