FORM 51-102F3
MATERIAL CHANGE REPORT

Item 1. Name and Address of Company

Trius Investments Inc. (the "**Company**" or "**Trius**")
70 Trius Drive
Fredericton, New Brunswick
E3B 5E3

Item 2. Date of Material Change

October 12, 2018.

Item 3. News Release

Trius issued a press release with respect to the material change referred to in this report via a Canadian news wire service on October 24, 2018, a copy of which has been filed on SEDAR.

Item 4. Summary of Material Change

The Company entered into a binding letter of intent dated October 12, 2018, as amended effective October 19, 2018 (the "**LOI**"), with African Cannabis Corp. ("**African Cannabis**") to effect a business combination of the two companies by way of a reverse takeover of the Company by the shareholders of African Cannabis (the "**RTO Transaction**").

Item 5. Full Description of Material Change

See Item 4.

Upon completion of the RTO Transaction, the combined entity (the "**Resulting Issuer**") will continue to carry on the business of African Cannabis. The closing of the RTO Transaction is subject to the receipt of all necessary approvals, including without limitation regulatory approval for the listing of the common shares of the Resulting Issuer (the "**Resulting Issuer Shares**") on the Canadian Securities Exchange or another recognized junior Canadian stock exchange (an "**Exchange**") and the concurrent delisting of the common shares of Trius (the "**Trius Shares**") from the TSX Venture Exchange (the "**TSXV**").

In connection with the RTO Transaction, African Cannabis intends to complete a brokered private placement on a commercially reasonable efforts private placement basis of up to 30,000,000 Subscription Receipts (the "**Subscription Receipts**") at a price of C$0.50 per Subscription Receipt amounting to aggregate gross proceeds of up to C$15,000,000 (the "**Offering**"). African Cannabis has entered into an agreement with Canaccord Genuity Corp. ("**Canaccord**") on behalf of a syndicate of agents including PI Financial Corp. (together with Canaccord, the "**Agents**") to complete the Offering.

Closing of the Offering is expected to occur on or about November 30, 2018 (the "**Closing Date**") and is subject to certain conditions including, but not limited to, the receipt of all necessary regulatory and corporate approvals. Pursuant to the terms of the Offering, the Agents have been granted an option to arrange for the sale of up to an additional 10,000,000 Subscription Receipts for additional gross proceeds of up to C$5,000,000, which option is exercisable by the Agents any time prior to the Closing Date.

Each Subscription Receipt shall entitle the holder to receive, upon satisfaction of certain escrow release conditions and without payment of additional consideration, one unit of African Cannabis (a "**Unit**"). Each Unit shall be comprised of one common share of African Cannabis (a "**Common Share**") and one half of one Common Share purchase warrant (each whole warrant, a "**Warrant**"). Each Warrant shall be exercisable into one Common Share at a price of C$0.75 for a period of 24 months from the date the escrow release conditions are satisfied.

The RTO Transaction is expected to be completed by way of an amalgamation between African Cannabis and a subsidiary of Trius, following which the Resulting Issuer will continue the business of African Cannabis and will change its name to "African Cannabis Corp." The RTO Transaction constitutes an Arm's Length Transaction under the policies of the TSXV.

Prior to the completion of the RTO Transaction, the Trius Shares will be consolidated on the basis of 1.7 old Trius Shares for one new Trius Share (the "**Consolidation**"). Upon completion of the RTO Transaction and following the Consolidation, holders of Common Shares (including the Common Shares received upon the automatic exchange of the Subscription Receipts) will receive one Resulting Issuer Share for each Common Share held, and the Common Shares will be cancelled. Any convertible securities of African Cannabis then outstanding (including the Warrants issuable upon the automatic exchange of the Subscription Receipts) shall be exchanged on a one-for-one basis for equivalent securities of the Resulting Issuer. The RTO Transaction values African Cannabis at approximately C$91.9 Million.

Subject to the receipt of applicable regulatory approvals, the Resulting Issuer will pay a finder's fee to a third party in connection with the RTO Transaction in the amount of 5% of the value of the RTO Transaction, to be paid in the form of Resulting Issuer Shares.

When the RTO Transaction is completed, it is anticipated that the board of directors of the Resulting Issuer shall be reconstituted to consist of such directors as African Cannabis shall determine, and each of the officers of Trius shall resign and be replaced with officers appointed by the new board of directors.

The RTO Transaction is subject to the satisfaction of customary closing conditions, including as follows:

- each of Trius and African Cannabis obtaining any requisite director and shareholder approvals, including:
    - in the case of African Cannabis, for the RTO Transaction;
    - in the case of Trius, the TSXV will require majority of the minority shareholder approval for the delisting application;

- the completion of due diligence investigations to the satisfaction of each of Trius and African Cannabis;

- African Cannabis completing the Offering for minimum gross proceeds of C$5,000,000;

- Trius and African Cannabis entering into a definitive agreement in respect of the RTO Transaction (the "**Definitive Agreement**"); and

- all requisite regulatory and stock exchange approvals relating to the RTO Transaction, including without limitation Exchange approval for the listing of the Resulting Issuer Shares, having been obtained.

It is intended that the RTO Transaction will occur after the Trius Shares have been delisted from the TSXV. Trius and African Cannabis shall use their commercially reasonable efforts to complete the RTO Transaction by January 31, 2019.

Subject to regulatory approval, after the Definitive Agreement has been signed African Cannabis may request that Trius advance a bridge loan to African Cannabis for up to $250,000 on terms to be set out in a definitive loan agreement to be entered into between Trius and African Cannabis (the "**Bridge Loan**"). It is anticipated that the Bridge Loan, if advanced, will bear interest at the rate of 8% per annum and will have a maturity date of one year from the date of the Bridge Loan, unless extended by mutual agreement of Trius and African Cannabis. The Bridge Loan would be secured, in first position, by a general security agreement granting a security interest in all of the personal property, assets and undertakings of African Cannabis. African Cannabis would use any proceeds from the Bridge Loan for general working capital purposes pending completion of the RTO Transaction.

Item 6. Reliance on Subsection 7.1(2) of National Instrument 51-102

Not Applicable.

Item 7. Omitted Information

No information has been omitted from this material change report.

Item 8. Executive Officer

The following senior officer of the Company is knowledgeable about the material change and this report and may be contacted by the Commission as follows:

Joel Freudman
President and Chief Executive Officer
Trius Investments Inc.

Telephone: (647) 880-6414

Item 9. Date of Report

October 25, 2018.

This material change report contains certain forward-looking statements that reflect the current views and/or expectations of management of Trius and African Cannabis, respectively, with respect to performance, business and future events, including but not limited to express or implied statements and assumptions regarding the intention of Trius and African Cannabis to negotiate for or complete the RTO Transaction, the Offering or the Bridge Loan as proposed or at all. Forward-looking statements are based on the current expectations, beliefs, assumptions, estimates and forecasts about the business and the industry and markets in which Trius and African Cannabis operate. Forward-looking statements are not guarantees of future performance and involve risks, uncertainties and assumptions, which are difficult to predict. In particular, there is no guarantee that the parties will successfully negotiate and enter into the Definitive Agreement or complete the RTO Transaction contemplated herein; that the due diligence of Trius and/or African Cannabis will be satisfactory; that African Cannabis will successfully complete the Offering as specified herein; or that Trius and African Cannabis will obtain any required shareholder or regulatory approvals, including the listing of the Resulting Issuer Shares on an Exchange and the concurrent delisting of the Trius Shares from the TSXV. Accordingly, readers should not place undue reliance on forward-looking statements and information herein, which are qualified in their entirety by this cautionary statement. Neither Trius nor African Cannabis undertakes any obligation to release publicly any revisions for updating any voluntary forward-looking statements, except as required by applicable securities law.