DATED December 3, **2018**

SHARE PURCHASE AGREEMENT

relating to the sale and purchase of
the entire issued share capital of

Territory Hemp and Cannabis Pty Ltd.

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Clause **Page no.**

THIS AGREEMENT is made on 2018

BETWEEN:

(1) The persons whose names and addresses are set out in Schedule 1 (the "**Sellers"** and each a **"Seller**")

(2) **MARICANN GROUP INC.**, a company incorporated under the *Business Corporations Act* (Ontario) with Ontario Corporation Number 001333001 whose head office is at 845 Harrington Court, Unit 3, Burlington, Ontario, Canada L7N 3P3 (the "**Buyer**")

RECITALS:

The Sellers have agreed to sell and the Buyer has agreed to buy the Sale Shares subject to and on the terms and conditions of this agreement.

IT IS AGREED as follows:

1 INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

"Accounting Standards"	means: (a) the accounting standards approved under the Corporations Act and the requirements of that law about the preparation and content of accounts; and (b) generally accepted and consistently applied principles and practices in Australia, except those inconsistent with the standards or requirements referred to in paragraph (a);
"Action"	means an action, investigation, inquiry, prosecution, litigation, proceeding, arbitration, mediation or dispute resolution process;
"**Announcement Date**"	means the date that is the earlier of (i) the date of dissemination of a news release disclosing the transactions contemplated by this Agreement or (ii) the date of posting of notice to the Stock Exchange of the transactions contemplated by this Agreement;
"**AUS**"	means Australia;
"**Business**"	means the business of planting, cultivating, producing and selling medicinal marijuana in the Northern Territory, Australia to be carried out by Tropicann or a related body corporate (as defined in the Corporations Act);
"**Business Day**"	means a day (other than a Saturday, Sunday or public holiday) when banks in Australia and Toronto, Ontario are open for commercial banking business during normal banking hours;

"Business Records"	means original and copies of all books, files, reports, financial and other records, documents, correspondence, information, accounts and data (whether machine readable or in printed form) owned by or relating to a Group Company or the property of a Group Company and any source material used to prepare them;
"**Buyer Shares**"	common shares in the capital of the Buyer;
"Claim"	means any allegation, cause of action, claim or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise;
"**Company**"	means Territory Hemp and Cannabis Pty Ltd ACN 629 188 674, whose registered office is at Prospera Partners Pty Ltd, Unit B9, 431 Roberts Road, Subiaco, 6008, Western Australia;
"**Constitution**"	means the constitution of Tropicann in the agreed form as set out in Schedule 4;
"**Corporations Act**"	means the *Corporations Act 2001* (Cth);
"**Consideration Shares**"	means that number of Buyer Shares (rounded down to the nearest whole Buyer Share) calculated in accordance with the following formula: CS = A / B where: CS is the number of Consideration Shares; A is C$2,400,000; and B is the deemed value per Buyer Share, being the higher of (i) the 20-day trading VWAP of the Buyer Shares on the Stock Exchange for the period ended the second Business Day prior to the Initial Completion Date or (ii) the closing price of the Buyer Shares on the Stock Exchange on the last trading day prior to the Announcement Date *minus* the maximum allowable discount under the rules of the Stock Exchange or (iii) C$1.65 (or in the event there has been a share capital subdivision or consolidation of the Buyer Shares since the date of this Agreement, C$1.65 *multiplied by* the number of Buyer Shares in issue immediately prior to such subdivision or consolidation *divided by* the number of Buyer Shares in issue immediately after such subdivision or consolidation);
"**CSE**"	The Canadian Securities Exchange, or CSE, as operated by CNSX Markets Inc.

“Duty” means any stamp, transaction or registration duty or similar charge imposed by any Government Agency and includes any interest, fine, penalty, charge or other amount imposed in respect of any of them, but excludes any Tax;

"**Encumbrance**" means any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, title, retention or any other security agreement or arrangement;

“**Government Agency**” means a government or governmental, semi governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity whether foreign, federal, state, territorial or local;

“**Group”** means the Company and Tropicann, and each being a **Group Company**;

“Information” means:

(a) any information of whatever nature or form relating to a Seller and its affiliates or any customer of or supplier or lender to a Seller and its affiliates regardless of whether the Information was communicated orally, in writing or by electronic transmission; and

(b) any summaries, notes, analyses, compilations, studies or other records that contain or otherwise reflect or have been generated, wholly or partly, or derived from such Information;

“Initial Completion” means completion of the sale and purchase of the Sale Shares in accordance with this agreement;

"**Initial Completion Date**" means:

(a) the day which is 5 Business Days after the satisfaction or waiver of each of the conditions to Initial Completion set out in clause 4; or

(b) such other date and time agreed between the Buyer and the Sellers;

“Insolvency Event” means the occurrence of any one or more of the following events:

(a) an application is made to a court for an order, or an order is made, that it be wound up, declared bankrupt or that a provisional liquidator or receiver or receiver and manager be appointed, and the application is not withdrawn, struck out or dismissed within 15 Business Days of it being made;

(b) a liquidator or provisional liquidator is appointed;

(c) an administrator is appointed to it under sections 436A, 436B or 436C of the Corporations Act;

(d) a receiver is appointed to it or any of its assets;

(e) it enters into an arrangement or composition with one or more of its creditors, or an assignment for the benefit of one or more of its creditors, in each case other than to carry out a reconstruction or amalgamation while solvent; or

(f) it proposes a winding-up, dissolution or reorganisation, moratorium, deed of company arrangement or other administration involving one or more of its creditors;

"Licence"	means a medicinal cannabis licence issued by the Federal Australian Government under the Narcotic Drugs Act 1967 as amended by the Narcotic Drugs Amendment Act 2016 (**Narcotic Drugs Act**), which authorises Tropicann to cultivate cannabis plants as contemplated by Section 8E(1)(a) of the Narcotics Drugs Act;
"Loss"	means any cost (including legal costs and expenses of whatsoever nature or description), damages, debt, expense, liability or loss and includes Taxes and duties;
"Material Adverse Change"	means any event, occurrence, fact or circumstance which has had or is reasonably expected to have a material adverse effect on the business, assets, condition (financial or otherwise), liabilities or prospects of the Group taken as a whole;
"Material Contracts"	means any contract or commitment of a material nature to which a Group Company is a party that requires or may require payments to or by that Group Company in excess of $200,000 in aggregate;
"Officer"	means, in relation to a body corporate, a director or secretary of that body corporate;
"**Performance Consideration Shares**"	means that number of Buyer Shares calculated in accordance with the following formula: PCS = A / B where:

	PCS is the number of Performance Consideration Shares; A is C$12,000,000; and B is the deemed value per Buyer Share, being the higher of (i) the 20-day trading VWAP of the Buyer Shares on the Stock Exchange for the period ended the second Business Day prior to the Performance Milestone Completion Date or (ii) the minimum price (in Canadian dollars) at which Buyer Shares are permitted to be issued as of the Performance Milestone Completion Date under the applicable rules and policies of the Stock Exchange or (iii) C$1.65 (or in the event there has been a share capital subdivision or consolidation of the Buyer Shares since the date of this Agreement, C$1.65 *multiplied by* the number of Buyer Shares in issue immediately prior to such subdivision or consolidation *divided by* the number of Buyer Shares in issue immediately after such subdivision or consolidation);
"Performance Milestone"	means the date on which the Sellers and the Buyer agree (acting in good faith) in writing that the cultivation Licence has been obtained by Tropicann;
"**Performance Milestone Completion Date**"	has the meaning given in clause 7.7;
"**Purchase Price**"	means the purchase price for the Sale Shares to be paid by the Buyer to the Sellers in accordance with clause 3;
"**Relevant Percentage**"	means, in relation to a Seller, the percentage set out opposite its name in column D of Schedule 1;
"**Sale Shares**"	means the Shares held by each of the Sellers as set out in column C of Schedule 1;
"Security Interest"	means any third party rights or interests including a mortgage, bill of sale, charge, lien, pledge, trust, encumbrance, power or title retention arrangement, right of set-off, assignment of income, garnishee order or monetary claim and flawed deposit arrangements or any arrangement having a similar effect, including any security interest as defined in the *Personal Property Securities Act 2009* (Cth), and includes any agreement to create any of them or allow any of them to exist;
"**Seller Warranties**"	means the warranties set out in Schedule 3;
"**Sellers' Representative**"	means John Canaris;

"**Shares**"	means fully paid ordinary shares in the capital of the Company;
"**Stock Exchange**"	means the CSE or, if subsequent to the date of this Agreement, Buyer Shares become listed on a securities exchange other than the CSE, each applicable securities exchange upon which Buyer Shares are listed;
"**Tax**"	means a tax, levy, charge, impost, fee, deduction, compulsory loan or withholding of any nature, including, without limitation, any goods and services tax, value added tax or consumption tax, which is assessed, levied, imposed or collected by a Government Agency, except where the context requires otherwise;
"Tax Law"	means any law relating to either Tax or Duty as the context requires;
"Tax Return"	means any return relating to Tax or Duty including any document which must be lodged with a Government Agency administering a Tax or Duty or which a taxpayer must prepare and retain under a Tax Law (such as an activity statement, amended return, application, schedule or election and any attachment);
"**Tropicann**"	means Tropicann Pty Ltd ACN 628 949 039;
"**Tropicann SPA**"	means the share purchase agreement entered into between the Buyer and Robert Reid, Michael Barnes, Stephen Murphy, Patrick McCartan, Hoja Inc., NG Bahamas Limited and 2443904 Ontario Inc, on or around the date of this agreement; and
"VWAP"	means volume weighted average closing price, calculated by dividing the total value by the total volume of Buyer Shares traded on the Stock Exchange for the trading days included in the relevant period.

1.2 Clause and schedule headings do not affect the interpretation of this agreement.

1.3 A reference to a clause or a schedule is a reference to a clause of, or schedule to, this agreement.

1.4 A person includes a corporate or unincorporated body.

1.5 Words in the singular include the plural and in the plural include the singular.

1.6 A reference to one gender includes a reference to the other gender.

1.7 Writing or written includes faxes and e-mail.

1.8 Documents in agreed form are documents in the form agreed by the parties or on their behalf and initialled by them or on their behalf for identification.

1.9 Where the words include(s), including or in particular are used in this agreement, they are deemed to have the words "without limitation" following them.

1.10 References to this agreement include this agreement as amended or varied in accordance with its terms.

2 SALE AND PURCHASE

Subject to the terms and conditions set out in this agreement, the Sellers shall sell with full title guarantee and free from all Encumbrances and the Buyer shall buy the Sale Shares, together with all rights that attach (or may in the future attach) to them including the right to receive all dividends and distributions declared, made or paid on or after the date of this agreement.

3 PURCHASE PRICE

3.1 On Initial Completion, the Purchase Price is to be satisfied by the Buyer delivering to the Sellers the Consideration Shares. The number of Consideration Shares to be delivered to each Seller will be in accordance with their Relevant Percentages (provided that no fractional Consideration Shares will be issued to any Seller).

4 CONDITIONS TO INITIAL COMPLETION

4.1 The Buyer and the Sellers are only obliged to complete the sale and purchase of the Sale Shares if the following conditions ("**Initial Conditions**") are satisfied:

(a) the Buyer having received approval for the admission of the Consideration Shares to trading on the Stock Exchange from the Stock Exchange as required by the rules and policies of the Stock Exchange;

(b) the Sellers having procured that:

(i) the shareholders of Tropicann convene a general meeting of Tropicann where the Constitution is adopted by special resolution; or

(ii) a written special resolution by the shareholders of Tropicann to adopt the Constitution is approved; and

(c) approval of the purchase of the Sale Shares by the Buyer pursuant to this Agreement by the holders of not less than 66.66% of the principal amount of all the outstanding debentures issued by the Buyer and which are governed by the secured trust indenture between the Buyer and TSX Trust Company made as of 27 October 2017.

4.2 The Buyer and the Sellers must each use its reasonable endeavours to satisfy the Initial Conditions before 31 December 2018 (or such other date as the parties may agree) ("**Initial Conditions Precedent Date**").

4.3 The Buyer and the Sellers' Representative must each promptly notify the other if it becomes aware that an Initial Condition is:

(a) satisfied; or

(b) becomes incapable of being satisfied before the Initial Conditions Precedent Date.

4.4 If an Initial Condition is not satisfied by the Initial Conditions Precedent Date, the Buyer or the Sellers may terminate this agreement by giving written notice to the other parties.

5 CONDUCT BEFORE INITIAL COMPLETION

5.1 Conduct of business

Between the date of this agreement and 5.00pm (Perth time) on the Initial Completion Date, except as expressly disclosed in, or permitted or contemplated by this agreement or as consented to by the Buyer, the Seller must procure that:

(a) each Group Company:

(i) conducts its business only in the ordinary course; and

(ii) must only deal with its assets in the ordinary course,

in each case subject to the restrictions in this clause 5.1;

(b) each Group Company uses its reasonable endeavours to preserve and protect its business, including the goodwill of its business and its current business relationships;

(c) no Group Company:

(i) conducts a reorganisation of its share capital; or

(ii) acquires all or substantially all of the securities or the business or assets of any other person;

(d) no change is made to the constitution of any Group Company, save for adopting the Constitution as contemplated in clause 4.1(b);

(e) no Group Company:

(i) reduces its share capital;

(ii) allots or issues any securities or any loan capital convertible into securities;

(iii) purchases, buys back, redeems, retires or acquires any such securities; or

(iv) creates or permits to exist any Security Interest over any such securities;

(f) no Group Company declares or pays any dividend or makes any other distribution or return of capital, including by way of repayment, redemption or repurchase of capital of a Group Company;

(g) no Group Company:

(i) enters into a capital commitment for an amount exceeding $200,000;

(ii) declares itself trustee of or creates any Security Interest over any assets;

(iii) acquires or disposes of or otherwise deals with any assets having a value exceeding $200,000 (whether individually or in aggregate for a series of related contracts and commitments forming one overall transaction); or

(iv) makes any unusual or extraordinary expenditures for an amount exceeding $200,000;

(h) no Group Company:

(i) enters into, varies or voluntarily terminates any Material Contract;

(ii) enters into any onerous or unusual commitment; or

(iii) enters into any arrangement which is not on arm's length, commercial terms and in the ordinary course of business;

(i) no Group Company enters into any joint venture, partnership, unincorporated association or similar arrangement;

(j) each Group Company complies in all material respects with all applicable laws;

(k) no Group Company:

(i) borrows any money;

(ii) accepts any financial facility or financial accommodation; or

(iii) makes or grants any loans, capital advance or any financial facility or financial accommodation;

(l) no Group Company makes any Tax or Duty election (including any change of residence), amends any Tax Return, adopts a position in relation to Tax or Duty, or settles or compromises any liability relating to Tax or Duty, unless:

(i) required by law;

(ii) supported by an opinion of counsel; or

(iii) in the ordinary course of business and is consistent with past practices;

(m) no Group Company commences any Action other than for the collection of debts owing to that Group Company or in the ordinary course of its business;

(n) no Group Company settles any Claim or Action;

(o) no Group Company offers employment to any employees;

(p) no Group Company grants any licence, assignment or other right or interest in respect of intellectual property, other than in the ordinary course of business;

(q) no resolution is passed for the winding up or dissolution of any Group Company; and

(r) no Group Company authorises or agrees (conditionally or otherwise) to do any of the things which it is prevented from doing under this clause 5.1.

5.2 Determination of materiality

Subject to the provisions of clause 5.1, where there are matters to be determined which are material to the business or financial position and/or assets of the Group, such matters will be determined after consultation with the Buyer.

5.3 Process for consent

(a) The Buyer must not unreasonably withhold or delay any consent required under clause 5.1. The Buyer will be taken to have given its consent for the purposes of this clause if the Buyer does not, within a period of time that is reasonable in the context of the matter to which the consent relates, notify the Seller that it refuses its consent. In this clause a reasonable period of time means immediately in the context of an emergency and, in any event, within 72 hours after being notified by the Seller of a proposed action.

(b) The Buyer must ensure that, at all times between the signing of this agreement and Initial Completion, it has nominated one or more persons as its representative (each a "**Buyer's Nominee**") for the purpose of clause 5.1. The Buyer's Nominee has authority to act on behalf of the Buyer in relation to any queries or consents required under clause 5.1 or clause 5.2. The Buyer's Nominee is Ben Ward or such other person as notified by the Buyer to the Seller.

5.4 Access

Between the date of this agreement and the Initial Completion Date, the Seller must:

(a) allow the Buyer and persons authorised by the Buyer (and approved by the Seller, acting reasonably) ("**Representatives**") to inspect the books of account and other records of the Group;

(b) keep the Buyer fully and promptly informed about the conduct of the business of the Group and all material matters that relate to the business of the Group and the Group itself; and

(c) promptly provide the Buyer with all explanations and information it requests about the Group, the business of the Group, the assets of the Group and the Business Records.

5.5 Conditions of access

The Buyer may only exercise its right of access under clause 5.4 if:

(a) the Buyer has provided the Seller with reasonable prior notice of the access that the Buyer requires (including the identity of the Representatives who are to exercise that right of access on behalf of the Buyer);

(b) the access will not result in the Seller or any of its Related Bodies Corporate breaching any obligation of confidentiality or other restriction as to disclosure of information to the Buyer; and

(c) the Buyer and each of its Representatives provided with access agree to comply with the Seller's reasonable requirements and directions in relation to that access.

6 INITIAL COMPLETION

6.1 Initial Completion shall take place at the offices of Gilbert + Tobin, Perth, Western Australia or at such other place as shall be mutually agreed between the Buyer and the Sellers, on the Initial Completion Date when the events set out in this clause 6.1 shall take place.

6.2 At Initial Completion, the Sellers shall deliver or cause to be delivered to the Buyer:

(a) instruments of transfer in respect of the Sale Shares executed by the registered holders in favour of the Buyer and the existing share certificates in respect of the Sale Shares (or a suitable indemnity from the relevant Seller for any lost share certificates) or, if no certificates have been issued, a certificate from the company secretary of the Company to that effect;

(b) written resignations by each of the Sellers, who are to resign as directors, secretaries and public officers of the Company (as applicable) with effect from the Initial Completion Date in a form agreed between the parties. Such resignations must include a release from each such person in favour of the Company in relation to any current or future claim against the Company or any of their respective officers or employees in respect of that person's holding or ceasing to hold that office;

(c) deliver to (or at the direction of) the Buyer the minute books, statutory books and registers, books of account, annual statements, trading and financial records, copies of tax returns and other documents and papers of the Company, cheque books of the Company and a list of all bank accounts kept by the Company and any common seal, duplicate seal or official seal of the Company;

(d) evidence satisfactory to the Buyer that the Company has been released with effect from Initial Completion from any guarantee, indemnity, surety or similar obligations which it has given for the benefit of the Sellers or any related body corporate (as defined in the Corporations Act) of the Sellers which is not a Group Company;

(e) duly completed bank authorities directed to the bankers of the Company authorising the operation of each of its bank accounts by nominees of the Buyer and terminating the authority of each of the present signatories; and

(f) the resolution of shareholders of Tropicann passed at the meeting convened in accordance with clause 4.1(b) where Tropicann adopted the Constitution.

6.3 At Initial Completion, the Sellers shall procure that the Company convenes a board meeting to register the transfer of the Sale Shares in its register of members in the name of the Buyer and for a share certificate in respect of the Sale Shares to be issued in the name of the Buyer.

6.4 If the Sellers do not, at Initial Completion, deliver to the Buyer instruments of transfer in respect of the Sale Shares executed by the registered holder(s) in favour of the Buyer, each Seller shall be deemed to have irrevocably appointed any person nominated for the purpose by the Buyer to be its agent and attorney to execute all necessary transfers on its behalf, against receipt by the Company (on trust for such holder) of the consideration payable for the Sale Shares, to deliver such transfer(s) to the Buyer (or as they may direct) as the holder thereof. After the Buyer (or its nominee) has been registered as the holder, the validity of such proceedings shall not be questioned by any such person. Failure by a Seller to produce a share certificate shall not impede the registration of Sale Shares under this clause 6.

6.5 At Initial Completion, each Seller hereby appoints the Buyer (acting by any of its directors from time to time) as its attorney ("**Attorney"**) from Initial Completion, with full power to exercise all rights in relation to the Sale Shares registered in the name of that Seller as the Attorney in its absolute discretion sees fit, including (but not limited to):

(a) receiving notice of, attending and voting at any meeting of the shareholders of the Company, including meetings of the members of any particular class of shareholder, and all or any adjournment of such meetings, or signing any resolution as registered holder of the relevant Sale Shares;

(b) completing and returning proxy cards, consents to short notice and any other documents required to be signed by the registered holder of the relevant Sale Shares;

(c) dealing with and giving directions as to any moneys, securities, benefits, documents, notices or other communications (in whatever form) arising by right of the relevant Sale Shares or received in connection with the relevant Sale Shares from the Company or any other person; and

(d) otherwise executing, delivering and doing all deeds, instruments and acts in that Seller's name insofar as may be done in that Seller's capacity as registered holder of the relevant Sale Shares.

7 PERFORMANCE MILESTONE

7.1 The Buyer is only obliged to issue and allot the Performance Consideration Shares in accordance with this clause 7 if the following conditions (“**Performance Conditions**”) are satisfied or waived (as applicable):

(a) no Material Adverse Change having occurred between the date of this agreement and the Performance Milestone;

(b) the Performance Milestone having occurred; and

(c) the Buyer having received approval for the admission of the Performance Consideration Shares to trading on the Stock Exchange from the Stock Exchange as required by the rules and policies of the Stock Exchange.

7.2 The Buyer and the Sellers must each use its reasonable endeavours to satisfy the Performance Conditions before 30 June 2020 (or such other date as the parties may agree) (“**Sunset Date”**).

7.3 The Sellers’ Representative will notify the Buyer as soon as reasonably practicable after:

(a) the Sellers or Tropicann (as applicable) have lodged an application for a Licence; and

(b) the Licence has been granted or approved in favour of Tropicann or a Seller.

7.4 The Buyer and the Sellers’ Representative must each promptly notify the other if it becomes aware that a Performance Condition is:

(a) satisfied; or

(b) becomes incapable of being satisfied before the Sunset Date.

7.5 At any time before the Sunset Date:

(a) the Buyer may waive the Performance Conditions in clauses 7.1(a) and/or 7.1(b) by giving notice to the Sellers’ Representative that it no longer requires the Performance Condition to be fulfilled; and

(b) the Sellers may waive the Performance Condition in clause 7.1(c) by the Sellers’ Representative giving notice to the Buyer that they no longer require the Performance Condition to be fulfilled.

7.6 If a Performance Condition is not satisfied or waived by the relevant party (as applicable) by the Sunset Date, the Buyer or the Sellers may terminate this agreement by giving written notice to the other parties; provided that if the Performance Milestone is not satisfied more than 60 days prior to the Sunset Date, the Sunset Date shall be extended by 60 days for purposes of permitting the Buyer to satisfy the condition contained in Section 7.1(c).

7.7 Within five Business Days following satisfaction or waiver by the Buyer (as applicable) of the Performance Conditions (“**Performance Milestone Completion Date”**), the Buyer agrees that it will issue and allot the Performance Consideration Shares to the Sellers in accordance with their Relevant Percentages.

7.8 Subject to clause 7.9, if the Performance Consideration Shares are not issued as a result of any of the Performance Milestones Conditions not being satisfied or waived (as applicable) by the Sunset Date, the Sellers (acting collectively) shall have the right, for a period of 180 days after the Sunset Date, to:

(a) refund the Buyer an amount equal to the total funding advanced by the Buyer to Tropicann, its subsidiaries and its and their respective directors, officers and employees, up to and including the Sunset Date for the purpose of achieving the Performance Milestone (together with any and all interest accrued on that amount) (“**Buyer’s Performance Funding**”) and procure that Tropicann buys-back and cancels all of the fully paid ordinary shares in Tropicann (“**Tropicann Shares**”) that the Buyer owns or has an interest in; or

(b) engage an auditor to obtain an independent third party valuation of Tropicann ("**Valuation**"), with the number of Tropicann Shares held by the Buyer being adjusted such that the number of Tropicann Shares held by the Buyer will represent such number of Tropicann Shares that equals the Buyer's Performance Funding divided by the value of Tropicann as determined under the Valuation. Any adjustment to the number of Tropicann Shares held by the Buyer under this clause 7.8(b) will be carried out by a transfer of Shares by the Buyer to the Sellers and the "Sellers" (as that term is defined in the Tropicann SPA) in in such proportions as notified by the Sellers to the Buyer. For greater certainty, if the Valuation is less than the Buyer's Performance Funding, there shall be no changes.

7.9 Any election by the Sellers under clause 7.8 must be the same as any election of the "Sellers" (as that term is defined in the Tropicann SPA) under the Tropicann SPA.

8 FUNDING

The Buyer shall fund all capital and operating expenditures of the Business as approved by the board of directors of Tropicann after Initial Completion until such time as it and its related bodies corporate (as defined in the Corporations Act) are not the highest percentage holders of the issued and outstanding ordinary shares of Tropicann and do not control a majority of the board of directors. The budget and funding requirements of the Business ("**Budget**") shall be determined by a sub-committee of the board of directors of Tropicann consisting of two representatives elected by the Buyer, one representative elected by the Sellers and one representative elected by the "Sellers" (as that term is defined in the Tropicann SPA). The parties will use their reasonable endeavours to ensure the Budget determined is approved by the board of directors of Tropicann within 60 days after Initial Completion.

9 SELLER WARRANTIES

9.1 The Sellers jointly and severally warrant and represent to the Buyer that each of the Seller Warranties is true, complete and accurate and not misleading at the date of this agreement on each day after the date of this agreement up to and including the Initial Completion Date.

9.2 Each Seller:

(a) acknowledges that:

(i) it has made and given the Seller Warranties with the intention of inducing the Buyer to enter into this agreement; and

(ii) the Buyer has entered into this agreement in full reliance on the Seller Warranties; and

(b) indemnifies the Buyer in respect of Loss suffered by the Buyer arising directly or indirectly from:

(i) a breach of a Seller Warranty; or

(ii) a breach by the Seller of this agreement.

9.3 Each Seller Warranty must be construed independently and is not limited by reference to another Seller Warranty.

9.4 The Seller Warranties survive Initial Completion.

9.5 Each Seller must immediately disclose to the Buyer any information of which it becomes aware in the period between the date of this agreement and the Initial Completion Date which may result in any of the Seller Warranties being or becoming inaccurate.

9.6 Where a Seller Warranty is qualified by the expression "so far as the Seller is aware" or any similar expression, that Seller Warranty is deemed to include an additional statement that it has been made after the Seller has made all reasonable enquiries to ensure that all information given in the Seller Warranty is true and accurate, complete and not misleading.

9.7 The Seller Warranties are not extinguished or affected by any investigation made by or on behalf of the Buyer into the affairs of the Company or Tropicann or by any event or matter unless:

(a) the Buyer has given a specific waiver or release; or

(b) the claim relates to a matter which is fully, fairly and accurately disclosed in this agreement, or otherwise disclosed to the Buyer in writing during the course of its due diligence.

10 BUYER WARRANTIES

10.1 The Buyer warrants to the Sellers that each of the warranties set out in this clause 10.1 is true and accurate and not misleading at the date of this agreement:

(a) the Buyer has the legal right and full power and authority to execute and deliver all the documents which are to be executed at Initial Completion, and to exercise its rights and perform its obligations under, this agreement, subject to receipt of the approvals described in clause 4; and

(b) the Consideration Shares and the Performance Consideration Shares, when issued to the Sellers pursuant to the terms of this Agreement, will be duly authorised, validly issued, fully paid and free of any Encumbrances created by the Buyer.

11 BUYER SHARES

11.1 Each Seller acknowledges that it is responsible for obtaining such legal advice as it considers necessary in connection with the execution, delivery and performance by it of this Agreement and the transactions contemplated by this Agreement and it warrants that it has been independently advised as to or is aware of the restrictions with respect to trading in the Consideration Shares and the Performance Consideration Shares (as the case may be) by securities legislation in the jurisdiction in which it resides and confirms that no representation has been made respecting the restrictions with respect to trading in the Consideration Shares and the Performance Consideration Shares (as the case may be).

11.2 Each Seller acknowledges to the Buyer that:

(a) its name, residential address and other information relevant to the transactions contemplated by this Agreement, including the number of securities it has purchased, will be disclosed to Canadian securities regulatory authorities and to the Stock Exchange and become available to the public in accordance with the requirements of Applicable Laws, and such Seller consents to the disclosure of that information;

(b) the Consideration Shares and the Performance Consideration Shares may be subject to resale restrictions under applicable provincial securities laws, and the Sellers have been advised to seek local advice prior to any resale of Consideration Shares or Performance Consideration Shares;

(c) any certificates representing Consideration Shares or Performance Consideration Shares will bear a legend indicating that the resale of such Consideration Shares or

Performance Consideration Shares is restricted only if required under securities laws;

(d) the Consideration Shares and the Performance Consideration Shares are speculative investments which involve a substantial degree of risk;

(e) no agency, governmental authority, regulatory body, stock exchange or other entity has made any finding or determination as to the merit for investment of, nor have any such agencies or governmental authorities, regulatory bodies, stock exchanges or other entities made any recommendation or endorsement with respect to, the Consideration Shares or the Performance Consideration Shares;

(f) no person has made to such Seller any written or oral representations: (a) that any person will resell or repurchase the Consideration Shares or the Performance Consideration Shares; (b) that any person will refund the purchase price of the Consideration Shares or the Performance Consideration Shares; or (c) as to the future price or value of the Consideration Shares or the Performance Consideration Shares; and

(g) it shall comply with all applicable Canadian securities laws.

12 COSTS

Unless otherwise agreed by the parties, all costs in connection with the negotiation, preparation, execution and performance of this agreement, and any documents referred to in it, shall be borne by the party that incurred the costs.

13 CONFIDENTIALITY

13.1 Except as permitted by clauses 13.2 and 13.3, the parties undertake that they shall keep the terms and existence of this agreement confidential until the earlier of the Initial Completion Date and the Announcement Date.

13.2 Each party may disclose the terms and existence of this agreement:

(a) to its affiliates and its and their employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the terms and existence of this agreement comply with this clause 13; and

(b) as may be required by law, court order, or governmental or regulatory authority or the rules of any relevant securities exchange (including the Stock Exchange).

13.3 Except as permitted by clause 13.2, the parties agree that the Sellers will not be named in any public announcements.

14 FURTHER ASSURANCE

Each party shall (at its own expense) promptly execute and deliver all such documents, and do all such things, or procure the execution of documents and doing of such things as are required to give full effect to this agreement and the transaction intended to be effected pursuant to it.

15 ASSIGNMENT

Neither party may assign or transfer any of its rights, benefits or obligations under this agreement. Each party confirms that it is acting on its own behalf and on no-one else's.

16 WHOLE AGREEMENT

This agreement and the documents referred to in it constitute the whole agreement and understanding of the parties and supersede any previous arrangements, understanding or agreement between the parties relating to the subject matter of this agreement.

17 VARIATION AND WAIVER

17.1 Any variation of this agreement must be in writing and signed by or on behalf of the parties.

17.2 Any waiver of any right under this agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.

17.3 No failure to exercise or delay in exercising any right or remedy provided under this agreement or by law constitutes a waiver of such right or remedy nor shall it prevent any future exercise or enforcement thereof.

17.4 No single or partial exercise of any right or remedy under this agreement shall preclude or restrict the further exercise of any such right or remedy or other rights or remedies.

18 NOTICES

18.1 The Seller's Representative will be responsible for receiving all notices and other communications under, or in connection with, this agreement for and on behalf of the Sellers.

18.2 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be addressed to the party to whom it is to be given ("**Addressee**") at the address or email address set out below or to any other address or email address as notified by the Addressee for the purposes of this clause:

(a) If to the Buyer:

[redacted]

with copies to (which will not constitute notice):

[redacted]

And:

[redacted]

(b) If to the Seller's Representative:

[redacted]

With a copy to:

[redacted]

And:

[redacted]

18.3 Any notice or communication, if sent to the address noted in clause 18.2, must be delivered by hand or by pre-paid first-class post or other next working day delivery service.

18.4 Any notice or communication shall be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the tenth Business Day after posting or at the time recorded by the delivery service.

(c) if sent by email:

(i) when the sender receives an automated message confirming delivery; or

(ii) 30 minutes after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first.

18.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

19 SEVERANCE

19.1 If any provision of this agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, that provision shall be ineffective to the extent of such illegality, invalidity or unenforceability but the other provisions shall remain in force.

19.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

20 THIRD PARTY RIGHTS

No term of this agreement shall be enforceable by a person who is not a party to this agreement, but this does not affect any right or remedy of a third party which exists or is available.

21 COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed and delivered constitutes an original of this agreement but all the counterparts shall together constitute the same agreement.

22 GOVERNING LAW AND JURISDICTION

22.1 This agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of the Northern Territory, Australia.

22.2 The parties irrevocably agree that the courts of the Northern Territory, Australia have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS of which this document has been duly executed and delivered as a deed by each of the parties on the day and the year first stated above.

Executed by

Jeremy Samuel Edelman

In the presence of:

[redacted]

Witness signature

Witness name

Address

Executed by

MARICANN GROUP INC. a company incorporated under the laws of Ontario

acting by an authorised signatory

……………………………………………………..

Authorised Signatory

Print name………………………………………..

Witness signature ……………………………………………………..

Witness name ……………………………………………………..

Address ……………………………………………………..

……………………………………………………..

……………………………………………………..

Executed by

John Canaris as trustee for the John Canaris Trust ....

In the presence of:

Witness signature ....

Witness name ....

Address ....

....

Executed by

Skevos Macarounas as trustee for the S Macarounas Trust [redacted]

In the presence of:

Witness signature

Witness name

Address

Executed by

Michael Canaris as trustee for the M Canaris Trust ....

In the presence of:

Witness signature ....

Witness name ....

Address ....

....

....

Executed by

John Canaris as trustee for the John Canaris Trust ……………………………………………………

In the presence of:

Witness signature ……………………………………………………

Witness name ……………………………………………………

Address ……………………………………………………

……………………………………………………

……………………………………………………

Executed by

Skevos Macarounas as trustee for the S Macarounas Trust …[redacted]

In the presence of:

Witness signature …[redacted]

Witness name [redacted]

Address [redacted]

……………………………………………………

Executed by

Michael Canaris as trustee for the M Canaris Trust [redacted]

In the presence of:

[redacted]

Witness signature [redacted]

Witness name [redacted]

Address [redacted]

Executed by

John Canaris as trustee for the John Canaris Trust ...[redacted]...

In the presence of:

[redacted]

Witness signature

Witness name

Address

Executed by

Skevos Macarounas as trustee for the S Macarounas Trust [redacted]...........................

In the presence of:

[redacted]

Witness signature ....

Witness name

Address

Executed by

Michael Canaris as trustee for the M Canaris Trust ....

In the presence of:

Witness signature ....

Witness name ....

Address ....

....

....

Executed by

Jeremy Samuel Edelman ....

In the presence of:

Witness signature ....

Witness name ....

Address ....

....

....

Executed by

MARICANN GROUP INC. a company incorporated under the laws of Ontario

acting by an authorised signatory

..........[redacted].....

Authorised Signatory

Print name Benjamin Ward..

Witness signature

Witness name

Address

[redacted]

Schedule 1

Details of the Sellers

A	B	C	D
Name	**Address**	**Number of Sale Shares**	**Relevant Percentage**
John Canaris	[redacted]	1,500	15%
Skevos Macarounas	[redacted]	4,000	40%
Michael Canaris	[redacted]	1,500	15%
Jeremy Samuel Edelman	[redacted]	3,000	30%

Schedule 2

Part A

Information about the Company

Date of incorporation	4 October 2018
Place of registration	Western Australia
ACN	629 188 674
Registered office	Prospera Partners Pty Ltd, Unit B9, 431 Roberts Road, Subiaco, 6008, WA
Issued share capital	10,000 ordinary shares
Directors	John Pano Canaris Michael Frederick Canaris Jeremy Samuel Edelman Skevos Macarounas
Company secretary	John Pano Canaris

Part B

Information about Tropicann

Date of incorporation	4 October 2018
Place of registration	Western Australia
ACN	628 949 039
Registered office	Prospera Partners Pty Ltd, Unit B9, 431 Roberts Road, Subiaco, 6008, WA
Issued share capital	10,000 ordinary shares
Directors	John Pano Canaris Michael Frederick Canaris Jeremy Samuel Edelman Skevos Macarounas
Company secretary	John Pano Canaris

Schedule 3

Seller Warranties

1 Seller's authority

(a) Each Seller has the legal right and full power and authority to execute and deliver, and to exercise its rights and perform its obligations under, this agreement and all the documents which are to be executed at Initial Completion.

(b) This agreement constitutes a legal, valid and binding obligation of each Seller enforceable in accordance with its terms.

(c) Each Seller is not bankrupt.

2 Shares

(a) The Sale Shares, details of which are set out opposite "Issued share capital" in Part A Schedule 2, constitute the entire issued and allotted share capital of the Company and are fully paid up.

(b) The shares on issue in Tropicann ("**Tropicann Shares**"), details of which are set out opposite "Issued share capital" in Part B Schedule 2, constitute the entire issued and allotted share capital of Tropicann and are fully paid up.

(c) Each Seller is the legal and beneficial owner of the number of Sale Shares set out opposite such Seller's name in column C of Schedule 1.

(d) The respective owners of the ordinary shares of Tropicann are the legal and beneficial owners of, and can transfer, those ordinary shares free from any Encumbrance.

(e) The Sale Shares are free from all Encumbrances and there is no agreement or commitment given to create an Encumbrance affecting the Sale Shares.

(f) There are no facts or circumstances that could result in the creation of an Encumbrance over the Sale Shares or the ordinary shares of Tropicann.

(g) No person has the right (whether exercisable now or in the future and whether contingent or not) to call for the issue or transfer of any securities of a Group Company under any option or other agreement or otherwise.

3 The Group Companies' incorporation and existence

(a) Each Group Company is duly incorporated and validly exists under the law of its place of incorporation.

(b) Each Group Company has the power to own its assets and to carry on its business as it is now being conducted.

(c) The business and affairs of the Group Companies have at all times been and continue to be conducted in accordance with their constitutions.

(d) No Insolvency Event has occurred in relation to a Group Company and there are no facts, matters or circumstances which could reasonably be expected to give rise to an Insolvency Event in respect of a Group Company.

(e) At Initial Completion, the ordinary shares of Tropicann will be held by the following persons in the following proportions:

(i) Company: 25.05%

(ii) Wayland Group Corp.: 25.05%

(iii) [redacted] 9.98%

(iv) [redacted]: 3.74%

(v) [redacted]: 3.74%

(vi) Jeremy Edelman: 7.49%

(vii) [redacted] 3.12%

(viii) [redacted]: 3.12%

(ix) [redacted]: 1.66%

(x) [redacted]: 0.41%

(xi) [redacted]: 8.32%

(xii) [redacted]: 5.82%

(xiii) [redacted]: 2.50%

4 Status of the Group

4.1 Neither Group Company is party to any contract, obligation or arrangement which:

(a) is of a long term nature;

(b) is incapable of termination by the relevant Group Company in accordance with its terms on no more than three months' notice;

(c) requires or commits a Group Company to buy or dispose of any asset;

(d) gives any party an option to acquire or dispose of any asset or permits or requires another person to do so; or

(e) is outside the ordinary course of trading.

4.2 Neither Group Company has incurred any liability which remains outstanding or has incurred or agreed to incur any borrowing which is has not repaid or satisfied or lent or agreed to lend any money which has not been repaid to it.

4.3 Since its incorporation, there has been no Material Adverse Change in the financial or trading position of a Group Company.

4.4 Since its incorporation, no material liability has been incurred by the Company.

4.5 As at the date of this agreement:

(a) none of the Sellers or the Group Companies has applied for or obtained a Licence;

(b) neither Group Company has any employees;

(c) neither Group Company has traded or conducted any business;

(d) save for the domain name "tropicann.com.au", neither Group Company owns any industrial and intellectual property rights of whatever nature throughout the world conferred under statute, common law or equity, whether existing now or at any time in the future, including rights in respect of or in connection with copyright, inventions (including patents), formulae, databases, business processes and methods, circuit layouts, plant varieties, trademarks, service marks, designs, confidential information, trade secrets and know-how and similar industrial and intellectual property rights, whether or not registered or registrable;

(e) no litigation, prosecution or any other proceedings with governmental agencies, arbitration, mediation, claims, investigations or other proceedings relating to a Group Company is current, pending or threatened, or might reasonably be expected to arise as a result of current circumstances;

(f) there is no pending, threatened or unsatisfied judgment, order, arbitral award, ruling, declaration, decree or decision of any court, tribunal, arbitrator or Government Agency, or unsatisfied settlement of proceedings in any court, tribunal or arbitration, which could reasonably be expected to adversely affect a Group Company; and

(g) neither Group Company holds or own shares or other securities in another company other than a Group Company.

5 Business Records

5.1 All Business Records are:

(a) complete, accurate and up-to-date and have been properly maintained by the Group in accordance with all applicable laws; and

(b) in the possession of the Group Companies.

5.2 Each document or filing which is required by law to be delivered or made to any Government Agency by a Group Company has been duly delivered or made.

6 Accuracy and adequacy of information supplied

6.1 All information which has been given by the Sellers to the Buyer or its legal advisers in the course of the negotiations leading to this agreement is true and accurate in all material respects and is not misleading because of any omission or ambiguity or for any other reason.

6.2 All information relating to the Group and to the Sellers that is known or that would on reasonable enquiry be known to the Sellers and which a reasonable prudent buyer for value of the Sale Shares would consider material in relation to deciding whether, on what terms and at what price to acquire any or all of the Sale Shares, has been disclosed to the Buyer in writing.

6.3 The factual information relating to the Group Companies set out in this agreement is accurate in all respects and no facts have been omitted which would render such factual information inaccurate or misleading in any respect.

Schedule 4

Tropicann Constitution