Execution Version

CANOPY GROWTH CORPORATION

AND

METTRUM HEALTH CORP.

ARRANGEMENT AGREEMENT

November 30, 2016

TABLE OF CONTENTS

ARRANGEMENT AGREEMENT

THIS AGREEMENT dated November 30, 2016

BETWEEN:

> **CANOPY GROWTH CORPORATION**, a corporation existing under the federal Laws of Canada (the "**Purchaser**")
>
> – and –
>
> **METTRUM HEALTH CORP.**, a corporation existing under the Laws of the Province of Ontario (the "**Corporation**")

WHEREAS the Purchaser proposes to acquire all of the issued and outstanding common shares of the Corporation on the basis of 0.7132 common shares in the capital of the Purchaser for each one (1) Common Share in the capital of the Corporation;

AND WHEREAS the Parties intend to carry out the transactions contemplated in this Agreement by way of arrangement under the provisions of Section 182(1) of the *Business Corporations Act* (Ontario);

AND WHEREAS the board of directors of each of the Purchaser and the Corporation have unanimously determined that the Arrangement is in the best interests of the Purchaser and the Corporation, respectively, and fair to their respective shareholders, and have resolved to support the Arrangement and enter into this Agreement;

AND WHEREAS the Purchaser has entered into the Voting Support Agreements with the Locked-Up Shareholders, pursuant to which, among other things, such the Locked-Up Shareholders have agreed, subject to the terms and conditions thereof, to vote the Shares held by them in favour of the Arrangement Resolution; and

AND WHEREAS the Corporation has entered into the Mettrum Voting Agreements with the Purchaser Locked-Up Shareholders, pursuant to which, among other things, such the Purchaser Locked-Up Shareholders have agreed, subject to the terms and conditions thereof, to vote the Purchaser Shares held by them in favour of the Purchaser Shareholder Approval resolution.

THIS AGREEMENT WITNESSES THAT in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties hereto covenant and agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Defined Terms

As used in this Agreement, the following terms have the following meanings:

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

"**1934 Act**" means the United States Securities Exchange Act of 1934, as amended.

"**ACMPR**" means the *Access to Cannabis for Medical Purposes Regulations* (Canada) issued pursuant to the *Controlled Drugs and Substances Act* (Canada).

"**Acquisition Proposal**" means, other than (A) the transactions contemplated by this Agreement (B) any transaction involving only a Party and/or one or more of its wholly-owned Subsidiaries and (C) any transaction publicly announced by a Party prior to the date hereof, any offer, proposal or inquiry from any Person or group of Persons (other than the other Party or any of its Affiliates) in writing, whether or not delivered to the shareholders of a Party, after the date hereof relating to: (a) any acquisition or purchase, direct or indirect, of: (i) the assets of that Party and/or one or more of its Subsidiaries that, individually or in the aggregate, constitute 20% or more of the consolidated assets of that Party and its Subsidiaries, taken as a whole, or contribute 20% or more of the consolidated revenue of a Party and its Subsidiaries, taken as a whole, or (ii) 20% or more of the voting or equity securities of that Party or any one or more of its Subsidiaries that, individually or in the aggregate, contribute 20% or more of the consolidated revenues or constitute 20% or more of the consolidated assets of that Party and its Subsidiaries, taken as a whole; (b) any take-over bid, tender offer or exchange offer that, if consummated, would result in such Person or group of Persons beneficially owning 20% or more of any class of voting or equity securities of that Party (other than those securities then-already owned by such Persons or group of Persons); or (c) a plan of arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution or other similar transaction involving that Party and/or any of its Subsidiaries whose consolidated assets or revenues, individually or in the aggregate, constitute 20% or more of the consolidated assets or revenues, as applicable, of that Party and its Subsidiaries, taken as a whole.

"**Action**" means, with respect to any Person, any litigation, legal action, lawsuit, claim, audit, franchise-related arbitration or other proceeding (whether civil, administrative, quasi-criminal or criminal) before any Governmental Entity against such Person or its business or affecting any of its assets.

"**Affiliate**" has the meaning specified in *National Instrument 45-106 – Prospectus Exemptions*.

"**Agreement**" means this arrangement agreement.

"**Arrangement**" means an arrangement under Section 182 of the OBCA in accordance with the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of this Agreement or made at the direction of the Court in the Final Order with the consent of the Corporation and the Purchaser, each acting reasonably.

"**Arrangement Resolution**" means the special resolution of the Mettrum Shareholders approving the Plan of Arrangement to be considered at the Mettrum Meeting and substantially in the form of Schedule B to this Agreement, subject to any amendments or variations thereto made in accordance with the terms of this Agreement or made at the direction of the Court in the Final Order with the consent of the Corporation and the Purchaser, each acting reasonably.

"**Articles of Arrangement**" means the articles of arrangement of the Corporation in respect of the Arrangement, required by the OBCA to be sent to the Director after the Final Order is made, which shall include the Plan of Arrangement and otherwise be in a form and content satisfactory to the Corporation and the Purchaser, each acting reasonably.

"**Award**" means, with respect to any Person, any judgment, decree, injunction, ruling, award or order of any Governmental Entity.

"**Bennett Road North**" means the Corporation's Group's facility located at 1100 Bennett Road, Bowmanville, Ontario.

"**Bennett Road South**" means the Corporation's Group's facility located at 314 Bennett Road, Bowmanville, Ontario.

"**Books and Records**", of a Party, means books and records of the Party and its Subsidiaries, including books of account, tax records, sales and purchase records, customer and supplier lists, technical documents including specifications, bills of materials and engineering notebooks and business reports, whether in written or electronic form.

"**Breaching Party**" has the meaning specified in Section 4.9.

"**Business Day**" means any day of the year, other than a Saturday, Sunday or any day on which major banks are closed for business in Toronto or Ottawa, Ontario.

"**cannabis**" has the meaning given to such term in the ACMPR;

"**Canadian Securities Regulators**" means the securities regulators in the Qualifying Provinces.

"**Certificate of Arrangement**" means the certificate of arrangement to be issued by the Director pursuant to subsection 183(2) of the OBCA in respect of the Articles of Arrangement.

"**CFPOA**" means the *Corruption of Foreign Public Officials Act*, S.C. 1998, c. 34.

"**Closing**" means the consummation of the Contemplated Transactions.

"**Confidentiality Agreement**" means the confidentiality agreement entered into between the Purchaser and the Corporation dated October 20, 2016.

"**Consent**" means any approval, consent, ratification, permission, waiver, order or authorization (including any Permit).

"**Consideration**" means, with respect to any Share, 0.7132 Purchaser Shares.

"**Consideration Shares**" means the Purchaser Shares to be issued in exchange for Shares pursuant to the Arrangement.

"**Contemplated Transactions**" means all transactions and actions contemplated by the Transaction Documents.

“**Contract**” means, with respect to any Party, any legally binding agreement, commitment, engagement, contract, franchise or undertaking (written or oral) (a) to which such Party or its Subsidiaries is a party, (b) by which such Party or its Subsidiaries is bound or affected or to which any of their respective assets is subject or (c) under which such Party or its Subsidiaries has or may acquire any right or interest.

“**Corporation**” means Mettrum Health Corp.

“**Corporation Data Room**” means the electronic data room hosted by the Corporation.

“**Corporation Disclosure Letter**” means the disclosure letter dated the date of this Agreement and delivered by the Corporation to the Purchaser with this Agreement.

“**Corporation Employees**” means the employees of the Corporation Group.

“**Corporation Filings**” means all documents publicly filed under the profile of the Corporation on the System for Electronic Document Analysis Retrieval (SEDAR) since September 30, 2014.

“**Corporation Financial Statements**” has the meaning specified in Schedule D.

“**Corporation Group**” means the Corporation, any of its Subsidiaries or any combination of such Persons.

“**Court**” means the Ontario Superior Court of Justice (Commercial List), any appellate court or other court as applicable or as agreed to by the Parties.

“**Depositary**” means Computershare Investor Services Inc. or such other Person as the Purchaser may appoint to act as depositary for the Shares in relation to the Arrangement, with the approval of the Corporation, acting reasonably.

“**Director**” means the Director appointed pursuant to Section 278 of the OBCA.

“**Dissent Rights**” means the rights of dissent in respect of the Arrangement described in the Plan of Arrangement and in the Interim Order.

“**Effective Date**” means the date shown on the Certificate of Arrangement giving effect to the Arrangement.

“**Effective Time**” has the meaning specified in the Plan of Arrangement.

“**Employee Plans**” means all material health, welfare, supplemental unemployment benefit, bonus, profit sharing, option, insurance, incentive, incentive compensation, deferred compensation, share purchase, share compensation, disability, pension or supplemental retirement plans and other material employee or director compensation or benefit plans, policies, trusts, funds, agreements or arrangements for the benefit of employees, former employees, directors or former directors of the Corporation Group, which are maintained by or binding upon the Corporation Group or in respect of which the Corporation Group has any actual or potential liability.

“**Environmental Laws**”, as it relates to a Party, means any Law relating to the environment applicable to that Party or its Subsidiaries.

“**Exchange Ratio**” means 0.7132.

“**FCPA**” means the United States Foreign Corrupt Practices Act of 1977, as amended.

“**Final Order**” means the final order of the Court approving the Arrangement, in form and substance satisfactory to the Parties, each acting reasonably, as it may be amended by the Court with the consent of both the Corporation and the Purchaser, each acting reasonably, at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (*provided that* any such amendment is acceptable to both the Corporation and the Purchaser, each acting reasonably) on appeal.

“**Governmental Entity**” means (i) any international, multinational, national, federal, provincial, state, municipal, local or other governmental or public department, central bank, court, arbitral body, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) any stock exchange or Securities Authorities.

“**IFRS**” means International Financial Reporting Standards applicable as at the date on which date such calculation is made or required to be made in accordance with generally accepted accounting principles applied on a basis consistent with preceding years.

“**Indebtedness**” means, without duplication: (a) all obligations (including the principal amount thereof and, if applicable, the accreted amount thereof and the amount of accrued and unpaid interest thereon) of a Person, whether or not represented by bonds, debentures, notes or other securities or instruments (and whether or not convertible into any other security or instruments), for the repayment of money borrowed, whether owing to banks, to financial institutions, to Governmental Entities, on equipment leases or otherwise; (b) all deferred indebtedness of such Person for the payment of the purchase price of property or assets purchased (other than current accounts payable that were incurred in the ordinary course of business); (c) all obligations of such Person to pay rent or other amounts under a lease which is required to be classified as a capital lease or a liability on a balance sheet prepared in accordance with IFRS, consistently applied; (d) all outstanding reimbursement obligations of such Person with respect to letters of credit, bankers’ acceptances or similar facilities issued for the account of such Person; (e) all obligations, contingent or otherwise, of such Person to repay any grant or subsidy, (f) all obligations of such Person under any interest rate swap agreement, forward rate agreement, interest rate cap or collar agreement or other financial agreement or arrangement entered into for the purpose of limiting or managing interest rate risks; (g) all obligations secured by any Lien existing on property or assets owned by such Person, whether or not indebtedness secured thereby has been assumed; (h) all guaranties, endorsements, assumptions and other contingent obligations of such Person in respect of, or to purchase or to otherwise acquire, indebtedness of others; and (i) all premiums, penalties, fees, expenses, breakage costs and change of control payments required to be paid in respect of any of the foregoing on prepayment (regardless if any of such are actually paid), as a result of the consummation of the Contemplated Transactions or any transaction in connection with any creditor Consent.

"**Indemnified Persons**" has the meaning specified in Section 8.7.

"**Intellectual Property Rights**" means all rights of the following types, which may exist or be created under the laws of any jurisdiction in the world, in each case whether registered or unregistered: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, mask works and integrated circuit topographies, and moral rights; (b) trademark rights and similar rights; (c) trade secret rights and similar rights; (d) patent and industrial property rights and similar rights; (e) database rights and similar rights; (f) other proprietary rights in intellectual property; (g) domain names; and (h) rights in or relating to registrations, renewals, extensions, combinations, divisions and reissues of, and applications for, any of the rights referred to in clauses (a) through (g) above.

"**Interim Order**" means the order of the Court, in form and substance satisfactory to the Parties, each acting reasonably, providing for, among other things, the calling and holding of the Mettrum Meeting, as it may be amended by the Court with the consent of the Corporation and the Purchaser, each acting reasonably.

"**Interim Period**" means the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms.

"**Joint Circular**" means the notice of the Mettrum Meeting and the notice of the Purchaser Meeting to be sent to Mettrum Shareholders and Purchaser Shareholders, respectively, and the management information circular to be prepared in connection with the Mettrum Meeting and the Purchaser Meeting together with any amendments thereto or supplements thereof, and any other information circular or proxy statement which may be prepared in connection with the Mettrum Meeting and/or the Purchaser Meeting.

"**Law**" means, with respect to any Person, any domestic or foreign national, federal, provincial, state, municipal or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, statute, by-laws, statutory rule, Award or other similar requirement enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person, or its business, assets or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended.

"**Lease**", as it relates to a Party, means any Contract pursuant to which that Party or any of its Subsidiaries is a tenant, licencee or a subtenant of any leasehold or sub-leasehold estate and other right to use or occupy any land, buildings, structures, improvements, fixtures or other interest in real property.

"**Leased Real Property**" means all real property subject to a Lease.

"**Lien**" means any mortgage, charge, pledge, hypothec, security interest, assignment by way of security, lien (statutory or otherwise), easement, title retention agreement or arrangement, conditional sale, deemed or statutory trust, restrictive covenant or other encumbrance of any nature which secures payment or performance of an obligation and any option, right or privilege.

"**Locked-Up Shareholders**" means all of the directors and senior executive officers of the Corporation.

"**marijuana**" has the meaning given to the term "marihuana" in the ACMPR;

"**Matching Period**" has the meaning specified in Section 5.4(1)(e).

"**Material Adverse Effect**" means, with respect to a Party, any change, event, occurrence, fact, effect, development or circumstance that, individually or in the aggregate with such other changes, events, occurrences, facts, effects, developments or circumstances, is or would reasonably be expected to be both material and adverse to the business, affairs, operations, financial performance, results of operations or financial condition of such Party on a consolidated basis or would reasonably be expected to prevent or materially delay the ability of such Party to consummate the Contemplated Transactions by the Outside Date, but in each case *other than* any change, event, occurrence, fact, effect, development or circumstance resulting from or arising in connection with:

(a) any changes in applicable Laws, relating to the industry in which the relevant Party operates, or accounting rules or principles, including IFRS;

(b) any changes in general economic conditions affecting the industry in which the relevant Party operates;

(c) any general economic or political conditions or global financing and capital markets, worldwide, in North America or in Canada;

(d) acts of war, sabotage, terrorism, military actions or the escalation thereof;

(e) any natural disaster or other similar acts of nature;

(f) any failure to meet financial projections or forecasts;

(g) any actions taken (or omitted to be taken) upon the request or with the consent of the other Party, in connection with this Agreement or related agreements or consummation of the transactions contemplated by this Agreement;

(h) any action taken by the relevant Party or any of its Subsidiaries which is required to be taken pursuant to this Agreement or the failure to take any action prohibited by this Agreement;

(i) any change in the market price or trading volume of any securities of the relevant Party (it being understood that the causes underlying such change in market price may, unless otherwise excluded by paragraphs (a) through (j), be taken into account in determining whether a Material Adverse Effect has occurred), or any suspension of trading in securities generally on any securities exchange on which any securities of the relevant Party trade;

(j) without limiting any of the foregoing, any matter disclosed in Section (s)(ii)(II) of the Corporation Disclosure Letter or the Purchaser Disclosure Letter, if applicable, solely with respect to the Myclobltanil investigation by Health Canada (the "**Myclobutanil Issue**") and including any change, effect, occurrence, development, circumstance, fact, matter or event whatsoever giving rise to, underlying, arising from or connected to, directly or indirectly, the Myclobutanil Issue including the provision of laboratory or any other reports, any recalls, public disclosure or announcements, customer communications, Actions or Awards or any other claim, report, action, investigation, order of any Persons or

Governmental Entities, in any such case associated or in connection with the Miclobutanil Issue, directly or indirectly, it being expressly hereby further confirmed and agreed that nothing referenced herein shall, directly or indirectly, be taken into account in determining whether an Material Adverse Effect has occurred (including for the purposes of Article 6 and Schedule D) or whether an exception in paragraphs (a) through (i) is otherwise applicable or available,

provided, however, that (A) with respect to clauses (a) through to and including (e), such matter does not have a materially disproportionate effect on the relevant Party and its Subsidiaries, taken as a whole, relative to other comparable companies and entities operating in the industry in which the relevant Party or its Subsidiaries operate, and (B) references in certain sections of this Agreement to dollar amounts are not intended to be, and shall not be deemed to be, illustrative or interpretive for purposes of determining whether a "Material Adverse Effect" has occurred.

"**Material Contract**" means:

(a) each of the following Contracts of the Corporation Group or the Purchaser Group, as applicable:

(i) any Contract relating to the purchase of materials, supplies, equipment or services involving payments, individually or in the aggregate, in excess of, in the case of the Corporation Group, $150,000 over the life of such Contract, and in the case of the Purchaser Group, $1,000,000 over the life of such Contract;

(ii) any (A) lease, lease guaranty, sublease or other Contract for the leasing, use or occupancy of the Leased Real Property, or (B) Contracts, options, rights of first refusal or other agreement to sell or transfer, lease or otherwise dispose of the Leased Real Property or real property owned by such Party of its Subsidiaries;

(iii) any Contract that requires the Party to obtain any consent, approval or waiver of a party thereunder to complete any of the transactions contemplated by this Agreement;

(iv) any Contract involving any loan, guaranty, pledge, indemnity or surety arrangement or otherwise relating to the incurrence, assumption or guarantee of any material Indebtedness by that Party or its Subsidiaries or imposing a Lien (other than Permitted Liens) on any of their respective assets;

(v) any Contract (A) granting rights to license, market, distribute, sell or deliver any of a Party's products or services outside of the Ordinary Course, or (B) contemplating any exclusive relationship between a Party and any other Person;

(vi) any Contract that gives another Person the right to purchase or license an unlimited quantity or volume of, or enterprise-wide scope of use of, that Party's products or services (or licenses to that Party's products or services) for a fixed aggregate price at no additional charge, or under which that Party grants most-favored customer pricing, rights of first refusal or similar rights or terms to any Person;

(vii) any other Contract that is, or group of related or similar Contracts that are collectively, otherwise material to that Party and its Subsidiaries, taken as a whole; and

(b) with respect to the Corporation Group, each of the following Contracts of the Corporation Group:

(i) any Contract with, or for the material benefit of, any shareholder holding at least 5% of the common shares of a Party, director, officer or management level employee of a Party, or any member of his or her immediate family or any Affiliate of any of such Persons;

(ii) any Contract imposing any restriction on a Party (A) to make use of any of such Party's Intellectual Property Rights, (B) to compete with any Person in any line of business or territory, or (C) to solicit or hire any prospective employee, consultant, or contractor;

(iii) any Contract relating to any joint venture, strategic alliance, partnership or sharing of profits, revenue or proprietary information or similar arrangement; and

(iv) each Contract relating to the acquisition, transfer, development or sharing of any Intellectual Property Rights.

"**Mettrum**" means Mettrum Ltd.

"**Mettrum Board**" means the board of directors of the Corporation, as constituted from time to time.

"**Mettrum Board Recommendation**" has the meaning specified in Section 2.4(2).

"**Mettrum Change in Recommendation**" has the meaning specified in Section 7.2(1)(d)(ii).

"**Mettrum Circular**" means the notice of the Mettrum Meeting and accompanying management information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such management information circular, to be sent to the Mettrum Shareholders in connection with the Mettrum Meeting, as amended or supplemented from time to time in accordance with the terms of this Agreement.

"**Mettrum Creemore**" means Agripharm Corp.

"**Mettrum Fairness Opinion**" means the opinion of Cormark Securities Inc., financial advisor to the Special Committee, addressed to the Special Committee and the Mettrum Board, to the effect that, as of the date of such opinion and based on and subject to the assumptions, limitations and qualifications set forth therein, the Consideration to be received by the Mettrum Shareholders pursuant to the Arrangement is fair, from a financial point of view to the Mettrum Shareholders.

"**Mettrum Hemp**" means Mettrum Hempworks Inc.

"**Mettrum Leased Properties**" has the meaning specified in Section (w)(i) of Schedule D.

"**Mettrum Licenses**" means (i) the license issued by Health Canada to Mettrum Creemore on September 2, 2016 pursuant to section 35 of the ACMPR, as renewed and amended by Health Canada from time to time, granting Mettrum Creemore the authority to produce, sell or provide, possess, ship, transport, deliver and destroy dried marijuana and marijuana plants or seeds as well as the authority to produce and sell cannabis oil and cannabis resin; (ii) the license issued by Health Canada to Mettrum Ltd. for Bennett Road South on November 7, 2016 pursuant to section 35 of the ACMPR, as renewed and amended by Health Canada from time to time, granting Mettrum Ltd. the authority to produce, sell or provide, possess, ship, transport, deliver or destroy dried marijuana, cannabis oil, cannabis resin, marijuana plants and seeds; (iii) the license issued by Health Canada to Mettrum (Bennett North) Ltd. on November 2, 2016 pursuant to section 35 of the ACMPR, as renewed and amended by Health Canada from time to time, granting Mettrum (Bennett North) Ltd. the authority to produce, sell or provide, possess, ship, transport, deliver and destroy dried marijuana, cannabis oil, cannabis resin, marijuana plants and seeds, as well as the authority to possess and destroy Delta-9-Tetrahydrocannabinol and cannabidiol; (iv) the licenses issued to Mettrum Hempworks Inc. by Health Canada designating it as a licensed producer, processor and seller of cannabis-based products under the Industrial Hemp Regulations pursuant to the Controlled Drugs and Substances Act (Canada); and (v) any license, permit, approval, certificate or consent related to any of the foregoing

"**Mettrum Meeting**" means the special meeting of the Mettrum Shareholders, including any adjournment or postponement of such annual and special meeting in accordance with the terms of this Agreement, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution, among other matters.

"**Mettrum Owned Property**" has the meaning specified in Section (w)(i) of Schedule D.

"**Mettrum Properties**" has the meaning specified in Section (w)(i) of Schedule D.

"**Mettrum Shareholders**" means the registered holders or beneficial owners of the Shares, as the context requires.

"**Mettrum Voting Agreements**" means the voting agreements (including all amendments thereto) between the Corporation and the Purchaser Locked-up Shareholders setting forth the terms and conditions upon which they have agreed to vote their Purchaser Shares in favour of the Purchaser Shareholder Approval resolution and to the extent that Purchaser Locked-up Shareholders own or control Shares, to vote such Shares in favour of the Arrangement Resolution.

"**Misrepresentation**" means an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make the statements contained therein not misleading in light of the circumstances in which they are made.

"**Non-Arm's Length Agreement**" means any Contract between a Party or any of its Subsidiaries and any Person with whom such Party or any of its Subsidiaries is not dealing, at the applicable time, at arm's length (within the meaning of the Tax Act), excluding, for greater certainty, any employment or similar service agreements entered into in the Ordinary Course.

"**Notice**" has the meaning specified in Section 8.5.

"**OBCA**" means the *Business Corporations Act* (Ontario).

"**Options**" means the options to purchase Shares pursuant to the Stock Option Plan, as listed in Section (g)(vi) of the Corporation Disclosure Letter.

"**Optionholders**" means the holders of outstanding Options.

"**Ordinary Course**" means, with respect to an action taken by a Person, that such action is taken in the ordinary course of the normal operations of that Person consistent with past practice.

"**Outside Date**" has the meaning specified in Section 7.2(1)(b)(iii).

"**Parties**" means the Corporation and the Purchaser and "**Party**" means any one of them.

"**Permitted Lien**" means, in respect of a Party or its Subsidiaries, any one or more of the following (a) easements, servitudes, restrictions, restrictive covenants, party wall agreements, rights of way, licenses, permits and other similar rights in land or real property, including rights of way and servitudes for highways and other roads, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone, telegraph or cable television conduits, poles, wires and cables that do not materially adversely impair business operations at the affected properties; (b) Liens imposed by Law and incurred in the Ordinary Course for obligations not yet due or delinquent; (c) zoning and building by-laws and ordinances and regulations made by Governmental Entities that do not materially adversely impair business operations at the affected properties; (d) Liens incurred, created and granted in the Ordinary Course to a public utility or private supplier of services, municipality or Governmental Entity that do not materially adversely impair business operations at the affected properties; (e) reservations, limitations, provisos and conditions in any original grant from the applicable Governmental Entity or interest or statutory exceptions to title that do not materially adversely impair business operations at the affected properties; (f) Liens for Taxes for which appropriate provisions have been made in accordance with IFRS and either which (A) are not due or delinquent, or (B) are being contested in good faith by appropriate proceedings; (g) inchoate or statutory Liens of contractors, subcontractors, mechanics, workers, suppliers, materialmen, carriers and others, *provided that* such Liens are related to obligations not due or delinquent, are not registered against title and in respect of which adequate holdbacks are being maintained as required by Law; (h) the right reserved to or vested in any Governmental Entity by any statutory provision or by the terms of any lease, licence, franchise, grant or permit, to terminate any such lease, licence, franchise, grant or permit, or to require annual or other payments as a condition of their continuance; (i) such other nonfinancial rights, imperfections or irregularities of title, encroachments and encumbrances or Lien as do not materially affect the use of the real properties subject thereto or affected thereby or otherwise materially impair business operations at such real properties; (j) Liens relating to purchase money security interests entered into in the Ordinary Course of business prior to the date of this Agreement or otherwise consented to by the other Party (which consent shall not be unreasonably withheld, conditioned or delayed) for amounts that are not overdue; or (k) Liens registered and identified from searches of the Ontario personal property security registration or land title or similar registration systems for real property that relate to liabilities incurred prior to the date of this Agreement or otherwise consented to by the other Party (which consent shall not be unreasonably withheld, conditioned or delayed).

"**Person**" includes any individual, partnership (general or limited), association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including any Governmental Entity), syndicate or other entity, whether or not having legal status.

"**Plan of Arrangement**" means the plan of arrangement substantially in the form of Schedule A to this Agreement, and any amendments or variations to such plan made in accordance with its terms, the terms of this Agreement or made at the direction of the Court in the Final Order, in each case with the consent of the Corporation and the Purchaser, each acting reasonably.

"**Protective Waivers**" has the meaning specified in Schedule D.

"**Purchaser**" means Canopy Growth Corporation.

"**Purchaser Board**" means the board of directors of the Purchaser as constituted from time to time.

"**Purchaser Board Recommendation**" has the meaning specified in Section 4.6(1)(c).

"**Purchaser Change in Recommendation**" has the meaning specified in Section 7.2(1)(c)(ii).

"**Purchaser Circular**" means the notice of the Purchaser Meeting and accompanying management information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such management information circular, to be sent to the Purchaser Shareholders in connection with the Purchaser Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement.

"**Purchaser Disclosure Letter**" means the disclosure letter dated the date of this Agreement and delivered by the Purchaser to the Corporation with this Agreement.

"**Purchaser Fairness Opinion**" means the opinion of Dundee Capital Markets to the effect that, as of the date of such opinion, and subject to the assumptions, limitations and qualifications set forth therein, the Consideration to be paid by the Purchaser pursuant to the Agreement is fair, from a financial point of view, to the Purchaser.

"**Purchaser Filings**" has the meaning specified in Schedule E.

"**Purchaser Financial Statements**" has the meaning specified in Schedule E.

"**Purchaser Group**" means the Purchaser, any of its Subsidiaries or any combination of such Persons.

"**Purchaser Locked-up Shareholders**" means the senior officers and directors of the Purchaser who hold greater than 25,000 Purchaser Shares.

“**Purchaser Meeting**” means the special meeting of the Purchaser Shareholders, including any adjournment or postponement thereof, to be called for the purpose of obtaining Purchaser Shareholder Approval.

“**Purchaser Shareholder Approval**” means the approval by the Purchaser Shareholders of the issuance of the Consideration Shares at the Purchaser Meeting by ordinary resolution, substantially in the form of Schedule C.

“**Purchaser Shareholders**” means the registered holders or beneficial owners of the Purchaser Shares, as the context requires.

“**Purchaser Shares**” means a common share in the capital of the Purchaser.

“**Qualifying Provinces**” has the meaning specified in Schedule D.

“**Regulatory Approvals**” means those sanctions, rulings, consents, orders, exemptions, permits and other approvals (including the waiver or lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made) of Governmental Entities and any approvals required in relation to the Mettrum Licenses.

“**Replacement Options**” has the meaning specified in Section 2.7.

“**Representative**” means, with respect to any Person, any of such Person’s officers, directors, employees, representatives (including any accountants, counsel, lenders, consultants and financial advisors) or agents.

“**Required Shareholder Approval**” has the meaning specified in Section 2.2(b).

“**Securities Authorities**” means the Canadian Securities Regulators and, in case of the Purchaser only, also includes the United States Securities and Exchange Commission.

“**Securities Laws**” means the *Securities Act* (Ontario) and any other applicable provincial securities Laws and, in case of the Purchaser only, also includes United States federal and state securities Laws.

“**Shares**” means the common shares in the capital of the Corporation.

“**Special Committee**” means the special committee of the Mettrum Board formed in relation with the transactions contemplated by this Agreement.

“**Stock Exchange Approvals**” means: (a) the conditional approval of the TSX subject to the notice of issuance to list the Purchaser Shares to be issued pursuant to the Arrangement (including all Purchaser Shares issuable pursuant to all Replacement Options), subject only to the Purchaser providing the TSX such required documentation as is customary in the circumstances; and (b) the acceptance from the TSX approving the Contemplated Transactions.

“**Stock Option Plan**” means the Amended and Restated Mettrum Health Corp. Share Option Plan dated August 25, 2016 and any amendments thereto and restatements thereof and any predecessor option plans or Contracts pursuant to which options to purchase Shares were granted and are outstanding.

"**Subsidiary**" has the meaning specified in Section 1 of National Instrument 45-106 - *Prospectus Exemptions*.

"**Superior Proposal**" means any *bona fide* written Acquisition Proposal to acquire, directly or indirectly, not less than all of the outstanding Shares not owned or controlled, directly or indirectly, by the Persons making (or acting jointly or in concert to make) the Acquisition Proposal, or all or substantially all of the assets of the Corporation on a consolidated basis, that did not result from a breach of Section 5.1, is not subject to a due diligence or financing condition and in respect of which any required financing to complete such Acquisition Proposal has been demonstrated to be available to the satisfaction of the Mettrum Board, in its good faith judgment, after receipt of advice from its financial advisors and outside legal counsel and that the Mettrum Board (or any committee thereof) determines, in its good faith judgment, after receiving the advice of outside legal and financial advisors, (i) would reasonably be expected, if consummated in accordance with its terms (but without assuming away the risk of non-completion), to result in a transaction which is more favourable, from a financial point of view, to the Mettrum Shareholders, than the Arrangement (including any amendments to the terms and conditions of the Arrangement proposed by the Purchaser pursuant to Section 5.4(2)), and (ii) would reasonably be capable of completion in accordance with its terms taking into account the Person making such proposal and all financial, legal, regulatory, shareholder approval and other aspects of such Acquisition Proposal (including the conditions to such Acquisition Proposal) considered appropriate by the Mettrum Board (or any committee thereof).

"**Superior Proposal Notice**" has the meaning specified in Section 5.4(1)(c).

"**Tax Act**" means the *Income Tax Act*, R.S.C. 1985, c.1 (5^{th} Supplement).

"**Taxes**" means (i) any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Entity, whether computed on a separate, consolidated, unitary, combined or other basis, including those levied on, or measured by, or described with respect to, income, gross receipts, profits, gains, windfalls, capital, capital stock, production, recapture, transfer, land transfer, license, gift, occupation, wealth, environment, net worth, indebtedness, surplus, sales, goods and services, harmonized sales, use, value-added, excise, special assessment, stamp, withholding, business, franchising, real or personal property, health, employee health, payroll, workers' compensation, employment or unemployment, severance, social services, social security, education, utility, surtaxes, customs, import or export, and including all license and registration fees and all employment insurance, health insurance and government pension plan premiums or contributions; (ii) all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity on or in respect of amounts of the type described in clause (i) above or this clause (ii); (iii) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of being a member of an affiliated, combined or unitary group for any period; and (iv) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any party.

"**Tax Returns**" means any and all returns, reports, declarations, elections, notices, forms, designations, filings, statements and other similar documents (including estimated tax returns and reports, withholding tax returns and reports, and information returns and reports) filed or required to be filed in respect of Taxes.

"**Terminating Party**" has the meaning specified in Section 4.9.

"**Termination Fee**" has the meaning specified in Section 8.2.

"**Termination Fee Event**" has the meaning specified in Section 8.2.

"**Termination Notice**" has the meaning specified in Section 4.9.

"**Transaction Documents**" means, collectively, this Agreement and each other agreement, certificate or other document required pursuant to this Agreement to be executed and delivered on Closing.

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

"**TSXV**" means the TSX Venture Exchange.

"**United States**" means the United States of America, its territories and possessions, any State of the United States and the District of Columbia.

"**Voting Support Agreements**" means the voting support agreements (including all amendments thereto) between the Purchaser and the Locked-up Shareholders setting forth the terms and conditions upon which they have agreed, among other things, to vote their Shares in favour of the Arrangement Resolution, substantially in the form attached to Schedule F hereto.

1.2 Certain Rules of Interpretation

In this Agreement, unless otherwise specified:

(a) **Headings, etc.** The provision of a Table of Contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and are not to affect its interpretation.

(b) **Currency**. All references to dollars, or to $, are expressed in Canadian currency except as otherwise indicated.

(c) **Gender and Number**. Any reference to gender includes all genders. Words imparting the singular number only shall include the plural and *vice versa*.

(d) **Certain Phrases, etc**. The words (i) "including", "includes" and "include" mean "including (or includes or include) without limitation", (ii) "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of," and (iii) "Article" and "Section" followed by a number mean and refer to the specified Article or Section of this Agreement.

(e) **Capitalized Terms**. All capitalized terms used in any Schedule or in the Corporation Disclosure Letter or the Purchaser Disclosure Letter have the meanings ascribed to them in this Agreement.

(f) **Knowledge**. Where any representation or warranty is expressly qualified by reference to the knowledge of a Party, it shall be deemed to refer to the actual knowledge of the senior executive officers of that Party after making commercially reasonable inquiries regarding the relevant matter.

(g) **Accounting Terms**. Unless otherwise expressly stated, all accounting terms are to be interpreted in accordance with IFRS and all determinations of an accounting nature in respect of the Corporation required to be made shall be made in a manner consistent with IFRS.

(h) **References to Persons and Agreements**. Any reference to a Person includes its heirs, administrators, executors, legal personal representatives, successors and permitted assigns. The term "**Agreement**" and any reference in this Agreement to this Agreement or any other agreement or document includes, and is a reference to, this Agreement or such other agreement or document as it may have been, or may from time to time be amended, restated, replaced, supplemented or novated and includes all schedules to it.

(i) **Statutes**. Any reference to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended or re-enacted, unless stated otherwise.

(j) **Non-business Days**. A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. on the next Business Day if the last day of the period is not a Business Day.

(k) **Time References**. References to time are to local time, Ottawa, Ontario.

1.3 Schedules

(1) The Schedules attached to this Agreement and the Corporation Disclosure Letter form an integral part of this Agreement for all purposes of it.

(2) The Corporation Disclosure Letter and all information contained in it is confidential information and may not be disclosed unless (i) it is required to be disclosed pursuant to Law unless such Law permits the Parties to refrain from disclosing the information for confidentiality or other purposes, or (ii) a Party needs to disclose it in order to enforce or exercise its rights under this Agreement.

ARTICLE 2
THE ARRANGEMENT

2.1 Arrangement

The Corporation and the Purchaser agree that the Arrangement will be implemented in accordance with and subject to the terms and conditions of this Agreement and the Plan of Arrangement.

2.2 Interim Order

As soon as reasonably practicable after the date of this Agreement, but in any event in sufficient time to permit the Meeting to be convened in accordance with Section 2.3(1), the Corporation shall apply in a manner acceptable to the Purchaser, acting reasonably, pursuant to Section 182 of the OBCA, in cooperation with the Purchaser, and prepare, file and diligently pursue an application for the Interim Order, which must provide, among other things:

(a) for the class of Persons to whom notice is to be provided in respect of the Arrangement and the Meeting and for the manner in which such notice is to be provided;

(b) that the required level of approval (the "**Required Shareholder Approval**") for the Arrangement Resolution shall be:

(i) 66⅔% of the votes cast on the Arrangement Resolution by the Mettrum Shareholders, present in person or represented by proxy at the Mettrum Meeting; and

(ii) to the extent required, a majority of the votes attached to the Shares, voting as a separate class, held by Mettrum Shareholders present in person or represented by proxy at the Mettrum Meeting, excluding for this purpose votes attached to such Shares held by persons described in items (a) through (d) of Section 8.1(2) of Multilateral Instrument 61-101 – *Protection of Minority Shareholders in Special Transactions*;

(c) that, in all other respects, the terms, restrictions and conditions of the Corporation's articles and by-laws, including quorum requirements and all other matters, shall apply in respect of the Mettrum Meeting;

(d) for the grant of the Dissent Rights to those Mettrum Shareholders who are registered Mettrum Shareholders;

(e) for the notice requirements with respect to the presentation of the application to the Court for the Final Order;

(f) that the Mettrum Meeting may be adjourned or postponed from time to time by the Corporation in accordance with the terms of this Agreement without the need for additional approval of the Court;

(g) except as required by Law, that the record date for the Mettrum Shareholders entitled to notice of and to vote at the Mettrum Meeting will not, unless agreed to in writing by the Purchaser and the Corporation, change in respect or as a consequence of any adjournment(s) or postponement(s) of the Mettrum Meeting; and

(h) for such other matters as the Purchaser may reasonably require, subject to obtaining the prior consent of the Corporation, acting reasonably.

2.3 The Meeting

(1) Subject to the terms and conditions of this Agreement, the Corporation shall:

(a) convene and conduct the Mettrum Meeting in accordance with the Interim Order, the terms, restrictions and conditions of the Corporation's articles, by-laws and the Law as soon as reasonably practicable and in any event prior to January 27, 2017, for the purpose of considering the Arrangement Resolution and for any other proper purpose as may be set out in the Mettrum Circular, and agreed to by the Purchaser, acting reasonably, set the record date for the Mettrum Shareholders entitled to vote at the Mettrum Meeting as promptly as practicable and not adjourn, postpone or cancel (or propose the adjournment, postponement or cancellation of) the Mettrum Meeting without the prior written consent of the Purchaser, acting reasonably, except:

(A) as required for quorum purposes; or

(B) as required or permitted under Section 4.8 or Section 5.4(5),

provided that (i) upon the reasonable request of the Purchaser, the Corporation shall adjourn or postpone the Mettrum Meeting to a date specified by the Purchaser, *provided that* the Mettrum Meeting, so adjourned or postponed, shall not be later than ten (10) Business Days after the date on which the Mettrum Meeting was originally scheduled and in any event shall not be later than the date that is five (5) Business Days prior to the Outside Date, and (ii) the Corporation shall be entitled to adjourn or postpone the Mettrum Meeting to a date that is not later than ten (10) Business Days after the date on which the Mettrum Meeting was originally scheduled and in any event, shall be no later than the date that is five (5) Business Days prior to the Outside Date, in each case for the purposes of attempting to obtain the Required Shareholder Approval;

(b) subject to compliance by the directors and officers of the Corporation with their fiduciary duties and the terms of this Agreement, use commercially reasonable efforts to solicit proxies in favour of the approval of the Arrangement Resolution including, at the Corporation's discretion or if so requested by the Purchaser, acting reasonably, and at the Purchaser's expense, using the services of dealers and proxy solicitation services;

(c) provide the Purchaser with copies of or access to reports regarding the Mettrum Meeting generated by any dealer or proxy solicitation services firm, as may be reasonably requested from time to time by the Purchaser;

(d) consult with the Purchaser in fixing the date of Mettrum Meeting (it being agreed that the Purchaser and the Corporation will use their commercially reasonable efforts to schedule the Mettrum Meeting and the Purchaser Meeting on the same day and at the same time);

(e) give notice to the Purchaser of the Corporation and allow the Purchaser's Representatives and legal counsel to attend the Mettrum Meeting;

(f) promptly advise the Purchaser, at such times as the Purchaser may reasonably request and at least on a daily basis on each of the last ten (10) Business Days prior to the date of the Mettrum Meeting as to the aggregate tally of the proxies received by the Corporation in respect of the Arrangement Resolution;

(g) promptly advise the Purchaser of any communication (written or oral) from any Mettrum Shareholder in opposition to the Arrangement, purported exercise or withdrawal of Dissent Rights, if the Corporation receives any written notice of dissent, and of any written communications sent by or on behalf of the Corporation to any Mettrum Shareholder exercising or purporting to exercise Dissent Rights;

(h) not make any payment or settlement offer, or agree to any payment or settlement with respect to Dissent Rights without the prior written consent of the Purchaser, which consent will not be unreasonably withheld, conditioned or delayed; and

(i) at the reasonable request of the Purchaser from time to time, provide the Purchaser with (A) a list of the registered Mettrum Shareholders, together with their addresses and respective holdings of Shares, and (B) a list of participants and book-based nominee registrants such as CDS & Co., and non-objecting beneficial owners of Shares, together with their addresses and respective holdings of Shares.

2.4 The Mettrum Circular

(1) The Corporation shall as promptly as reasonably practicable prepare and complete, in consultation with the Purchaser, the Mettrum Circular together with any other documents required by Law in connection with the Mettrum Meeting and the Arrangement, and the Corporation shall, as promptly as reasonably practicable after obtaining the Interim Order, cause the Mettrum Circular and such other documents to be filed and sent to each Mettrum Shareholder and other Persons as required by the Interim Order and Law, in each case so as to permit the Mettrum Meeting to be held by the date specified in Section 2.3(1).

(2) The Corporation shall ensure that the Mettrum Circular complies in all material respects with applicable Laws, does not contain any Misrepresentation (other than, in each case, with respect to any information furnished by or relating to the Purchaser, its affiliates and their respective Representatives, or derived therefrom, for inclusion in the Mettrum Circular, the "**Purchaser Information**"). Without limiting the generality of the foregoing, the Mettrum Circular must include: (i) a copy of the Mettrum Fairness Opinion, (ii) a statement that the Special Committee has received the Mettrum Fairness Opinion and that the Special Committee and the Mettrum Board have unanimously, after receiving advice of outside legal and financial advisors, determined that the Arrangement Resolution is in the best interests of the Corporation and is fair to the Mettrum Shareholders, and unanimously recommend that the Mettrum Shareholders vote in favour of the Arrangement Resolution (the "**Mettrum Board Recommendation**"), and (iii) a statement that the Locked-up Shareholders have entered into the Voting Support Agreements and have agreed to vote all their Shares in favour of the Arrangement Resolution and against any resolution submitted by any Corporation Shareholder that is contrary to the contemplated terms of the Arrangement.

(3) The Corporation shall give the Purchaser and its legal counsel a reasonable opportunity to review and comment on drafts of the Mettrum Circular and other related documents, and shall give reasonable consideration to any comments made by the Purchaser and its legal counsel, and agrees that all Purchaser Information must be in a form and content satisfactory to the Purchaser, acting reasonably.

(4) The Purchaser shall provide all necessary Purchaser Information that is required by Law or any Governmental Entity to be included by the Corporation in the Mettrum Circular or other related documents to the Corporation in writing, use reasonable commercial efforts to obtain any necessary consents from any of its auditors and any other advisors to the use of any financial, technical or other expert information required to be included in the Mettrum Circular and to the identification in the Mettrum Circular of each such advisor and shall ensure that all Purchaser Information does not contain any Misrepresentation concerning the Purchaser, any of its Subsidiaries or the Shares.

(5) The Purchaser shall indemnify and save harmless the Corporation Group and its Representatives from and against any and all liabilities, claims, demands, losses, costs, damages and expenses to which the Corporation Group or any of their Representatives may be subject or which the Corporation Group or any of their Representatives may suffer as a result of, or arising from, any Misrepresentation or alleged Misrepresentation contained in any Purchaser Information included in the Mettrum Circular that was furnished by the Purchaser, its affiliates and their Representative for inclusion in the Mettrum Circular, including any Award made, or any Action instituted by any Securities Authority or other Governmental Entity or any claim, action or other proceeding of any kind from or by any Person based on any such a Misrepresentation or alleged Misrepresentation.

(6) Each Party shall promptly notify the other Party if it becomes aware that the Mettrum Circular contains a Misrepresentation, or otherwise requires an amendment or supplement. The Parties shall cooperate in the preparation of any such amendment or supplement as required or appropriate, and the Corporation shall promptly mail, file or otherwise publicly disseminate any such amendment or supplement to the Mettrum Shareholders and, if required by the Court or by Law, file the same with the Securities Authorities or any other Governmental Entity as required.

2.5 Final Order

In accordance with the terms and subject to the conditions of this Agreement, the Corporation shall submit the Arrangement to the Court and diligently pursue an application for the Final Order pursuant to Section 182 of the OBCA, as soon as reasonably practicable, but in any event no later than five (5) Business Days after the later of the Arrangement Resolution at the Mettrum Meeting as provided for in the Interim Order and the approval of the Purchaser Shareholder Approval resolution at the Purchaser Meeting, or within such other time period as may be agreed upon by the Parties, each acting reasonably.

2.6 Court Proceedings

In connection with all Court proceedings relating to obtaining the Interim Order and the Final Order, the Purchaser shall co-operate with and assist, in a timely manner and in good faith, with the Corporation (including in respect of each of the following matters) and the Corporation shall:

(a) diligently pursue, and cooperate with the Purchaser in diligently pursuing, the Interim Order and the Final Order;

(b) provide the Purchaser and its legal counsel a reasonable opportunity to review and comment on drafts of all material to be filed with the Court in connection with the Arrangement, and give reasonable consideration to any comments made by the Purchaser and its legal counsel;

(c) provide copies of any notice of appearance, evidence or other documents served on the Corporation or its legal counsel in respect of the application for the Interim Order or the Final Order or any appeal from them, and any notice, written or oral, indicating the intention of any Person to appeal, or oppose the granting of, the Interim Order or the Final Order;

(d) ensure that all material filed with the Court in connection with the Arrangement is consistent with this Agreement and the Plan of Arrangement;

(e) not file any material with the Court in connection with the Arrangement or serve any such material, or agree to amend or vary any material so filed or served, except as contemplated by this Agreement or with the Purchaser's prior consent, such written consent not to be unreasonably withheld, conditioned or delayed, <u>*provided that*</u> the Purchaser is not required to agree or consent to any increase in or variation in the form of Consideration or other modification or amendment to such filed or served materials that expands or increases the Purchaser's obligations or diminish or limits the Purchaser's rights set forth in any such filed or served material or under this Agreement;

(f) oppose any proposal from any Person that the Final Order contain any provision contrary to the terms of this Agreement, and if required by the terms of the Final Order or by Law to return to Court with respect to the Final Order do so only after notice to, and in consultation and cooperation with, the Purchaser;

(g) not unreasonably object to legal counsel to the Purchaser making such submissions on the hearing of the motion for the Interim Order and the application for the Final Order (at the Purchaser's sole cost, expense and responsibility) as such counsel considers appropriate, <u>*provided that*</u> the Corporation is advised of the nature and substance of such submissions not less than five (5) Business Days in advance and such submissions are consistent with this Agreement and the Plan of Arrangement; and

(h) if at any time after the issuance of the Final Order and prior to the Effective Date, the Corporation is required by the terms of the Final Order or by Law to return to Court with respect to the Final Order, it shall, whenever reasonably practicable, do so after verbal or written notice to the Purchaser.

2.7 Equity-based Incentive Awards

(1) During the Interim Period, each holder of vested Options shall be entitled to, but shall not be required to, exercise such Options, in accordance with their terms, and thereby acquire Shares.

(2) Subject to the terms and conditions of this Agreement and the approval of the TSX, and as may otherwise be agreed to in writing by the Purchaser and the Corporation prior to the Closing, if applicable, pursuant to the Plan of Arrangement, on the Effective Date at the time set out in the Plan of Arrangement, each Option (both vested and unvested) which is outstanding and which has not been duly exercised prior to the Effective Time, shall be exchanged for an equivalent option granted pursuant to the existing Purchaser Stock Option Plan (each, a "**Replacement Option**") to purchase from Purchaser the number of Purchaser Shares (rounded to the nearest whole share) equal to: (i) the Exchange Ratio multiplied by (ii) the number of Shares subject to such Option immediately prior to the Effective Time. Such Replacement Option shall provide for an exercise price per Purchaser Share (rounded to the nearest whole cent) equal to: (x) the exercise price per Share otherwise purchasable pursuant to such Replacement Option; divided by (y) the Exchange Ratio. It is agreed that all terms and conditions of a Replacement Option, including the term to expiry, conditions to and manner of exercising, will be the same as the Option for which it was exchanged, and shall be governed by the terms of the Purchaser Stock Option Plan. It is further agreed that the Replacement Options to be granted on Closing in exchange for the Options held by (A) each of the directors of the Corporation, (B) each of the Chief Executive Officer, the Chief Financial Officer, the Chief Legal Officer and the President of Mettrum Health Corp. and (C) the President of Mettrum Hempworks Inc., shall be granted as fully-vested options to acquire Purchaser Shares. Notwithstanding the foregoing, if required, the exercise price of each Replacement Option will be increased such that (i) the excess (if any) of the aggregate fair market value of the Purchaser Shares underlying such holder's Replacement Option immediately following the exchange over (ii) the aggregate exercise price of such Replacement Option otherwise determined does not exceed (iii) the excess (if any) of the aggregate fair market value of the Shares underlying the holder's corresponding Options immediately before the exchange over (iv) the aggregate exercise price of such Option.

(3) The Corporation shall take all commercially reasonable steps required or advisable to give effect to this Section 2.7.

2.8 Articles of Arrangement and Effective Date

(1) At the reasonable request of the Purchaser, for the sole purpose of effecting the Arrangement in accordance with the terms hereof, in each case subject to the agreement and consent of the Corporation, acting reasonably, the Plan of Arrangement may be amended at any time and from time to time prior to the Effective Date, <u>*provided that*</u> no such amendment (i) is inconsistent with the Interim Order, the Final Order or this Agreement, (ii) is prejudicial to the Mettrum Shareholders or Optionholders, or (iii) creates a reasonable risk of delaying, impairing or impeding in any material respect

the receipt of any Regulatory Approval or the satisfaction of any other conditions set forth in Article 6.

(2) The Corporation shall file the Articles of Arrangement with the Director, and cause the Effective Date to occur, as soon as reasonably practicable, and in no event later than the tenth (10th) Business Day after the satisfaction or, where not prohibited, waiver of the conditions set forth in Sections 6.1, 6.2 and 6.3, unless another time or date is agreed to by the Parties, each acting reasonably; *provided that* if on the date that the Corporation would otherwise be required to file the Articles of Arrangement pursuant to this Section 2.8 and such Articles have not yet been filed and, (i) a Party has delivered a Termination Notice pursuant to Section 4.9, the Corporation shall not file the Articles of Arrangement until the Breaching Party has cured the breaches of representations, warranties, covenants or other matters specified in the Termination Notice, or (ii) any Regulatory Approvals related to the Mettrum Licenses required to effect the transactions contemplated by this Agreement shall not have been obtained, the Corporation shall not file the Articles of Arrangement until (at the earliest) the date all such Regulatory Approvals related to the Mettrum Licenses have been obtained. The closing of the Arrangement will take place at the offices of LaBarge Weinstein LLP in Ottawa, Ontario, or at such other location as may be agreed upon by the Parties.

2.9 Payment of Consideration

The Purchaser shall, following receipt of the Final Order and prior to the filing by the Corporation of the Articles of Arrangement with the Director, (A) provide or cause to be provided the Depositary with an irrevocable direction for the issuance from treasury of the Purchaser Shares (to be automatically effected upon the Effective Date) in order to deliver the aggregate Consideration as provided in the Plan of Arrangement (other than with respect to registered Mettrum Shareholders exercising Dissent Rights as provided in the Plan of Arrangement) and (B) have taken all actions (including approval by the board of directors of the Purchaser and approval of the TSX, as applicable) to have granted all of the Replacement Options, which grant shall be automatically, and without any further action, approval, notice or otherwise of any Person, be effective upon the Effective Date.

2.10 Withholding Rights

(1) Each of the Purchaser, the Corporation or any other Person that makes a payment hereunder shall be entitled to deduct and withhold from any consideration otherwise payable under this Agreement and the Arrangement (including any amounts payable pursuant to Section 2.7) such amounts as it is required to deduct and withhold with respect to such payment under the Tax Act or any provision of applicable Laws and shall remit such amounts to the appropriate Governmental Entity. If applicable, to the extent that amounts are so deducted and withheld, such deducted and withheld amounts shall be treated for all purposes as having been paid to the Person in respect of which such deduction and withholding was made.

(2) Each of the Purchaser, the Corporation or any other Person that makes a payment to any Mettrum Shareholder under the Arrangement shall be authorized to sell or otherwise dispose of, on behalf of such Mettrum Shareholder, such portion of the Purchaser Shares

issuable to such Mettrum Shareholder (if any) as is necessary to provide sufficient funds to enable it to comply with its deducting or withholding requirements and such party shall notify the applicable Mettrum Shareholder of the details of such disposition, including the gross proceeds and any adjustments to the proceeds, and remit any unapplied balance of the net proceeds of such sale to such Mettrum Shareholder. For the avoidance of doubt, the reporting for Tax purposes of (and the payment of any Taxes arising from) any sale or disposition of Purchaser Shares on behalf of a Mettrum Shareholder in accordance with this section 2.10(2) shall be the responsibility of such Mettrum Shareholder.

2.11 Announcement and Shareholder Consideration

The Purchaser and the Corporation shall each publicly announce the transactions contemplated hereby promptly following the execution of this Agreement, the text and timing of each Party's announcement to be approved by the other Party in advance, each acting reasonably. The Purchaser and the Corporation agree to cooperate in the preparation of presentations, if any, to the Corporation Shareholders or the Purchaser Shareholders regarding the transactions contemplated by this Agreement and no Party shall, in each case except as contemplated or required for any Acquisition Proposal in Section 5.4:

(a) issue any press release or otherwise make public announcements with respect to this Agreement or the Plan of Arrangement without the consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed); or

(b) make any filing with any Governmental Entity with respect thereto without prior consultation with the other Party;

provided, however, that the foregoing shall be subject to each Party's overriding obligation to make any disclosure or filing under Law or stock exchange rules, and the Party making such disclosure shall use all commercially reasonable efforts to give prior written notice to the other Party and reasonable opportunity to review or comment on the disclosure or filing, and if such prior notice is not possible, to give such notice immediately following the making of such disclosure or filing.

2.12 U.S. Securities Laws

The Parties agree that the Arrangement will be structured and carried out with the intention that, assuming the Final Order is granted by the Court all Consideration Shares and Replacement Options (including all Purchaser Shares issuable upon exercise of the Replacement Options) issued or granted on completion of the Arrangement to Mettrum Shareholders and Optionholders, as applicable, will be issued by the Purchaser in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereunder.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Corporation

(1) In each case except as disclosed in the Corporation Disclosure Letter, the Corporation represents and warrants to the Purchaser as set forth in Schedule D and acknowledges and

agrees that the Purchaser is relying upon such representations and warranties in connection with the entering into of this Agreement and the consummation of the Arrangement.

(2) The representations and warranties of the Corporation contained in this Agreement shall not survive the consummation of the Arrangement and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

3.2 Representations and Warranties of the Purchaser

(1) Except as disclosed in the Purchaser Disclosure Letter, the Purchaser represents and warrants to the Corporation as set forth in Schedule E and acknowledges and agrees that the Corporation is relying upon such representations and warranties in connection with the entering into of this Agreement and the consummation of the Arrangement.

(2) The representations and warranties of the Purchaser contained in this Agreement shall not survive the consummation of the Arrangement and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

ARTICLE 4
COVENANTS

4.1 Conduct of Business of the Corporation

(1) During the Interim Period, each member of the Corporation Group shall conduct its business in the Ordinary Course except as (i) required or permitted by this Agreement, (ii) required by the applicable Law or any Governmental Entity, (iii) with the prior written consent of the Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed) or (iv) as disclosed in the Corporation Disclosure Letter, each Party shall and shall cause its Subsidiaries to conduct its business in the Ordinary Course.

(2) Without limiting the generality of Section 4.1(1) but subject to applicable Laws, the Corporation shall use commercially reasonable efforts to preserve intact the current business organization of the Corporation Group, keep available the services of the Corporation Employees and maintain good relations with, and the goodwill of, suppliers, clients, franchisees, licensors, lessors and all other Persons having material business relationships with the Corporation Group, and except as (i) required or permitted by this Agreement, (ii) required by the applicable Law or any Governmental Entity, or (iii) with the prior written consent of the Purchaser (which consent shall not be unreasonably withheld, conditioned or delayed), the Corporation shall not, and shall not permit any of its Subsidiaries to, during the Interim Period, directly or indirectly:

(a) amend its articles, by-laws or, in the case of any Subsidiary which is not a corporation, its similar organizational documents;

(b) split, combine or reclassify any shares of the Corporation or the securities of any of its Subsidiaries or declare or pay any dividends or make any other distributions in respect of the shares of the Corporation (whether in cash, shares or property or any combination thereof) or set aside funds or other assets for any dividend or otherwise, provided that Subsidiaries shall have the right to declare and pay dividends or other distributions to the Corporation or other Subsidiaries of the Corporation in a manner consistent with past practice;

(c) redeem, repurchase or otherwise acquire, or offer to redeem, repurchase or otherwise acquire, any securities of the Corporation or of any of its Subsidiaries, provided that the Corporation shall have the right to redeem, repurchase or otherwise acquire any securities of its Subsidiaries in furtherance of existing put or similar rights of minority shareholders;

(d) issue, grant, pledge, award, deliver or sell, or authorize the issuance, grant, pledge, award, delivery or sale of, any shares, options, warrants or similar rights exercisable or exchangeable for or convertible into securities of the Corporation or of any of its Subsidiaries (including for greater certainty Options), except for the issuance of Shares issuable upon the exercise of the currently outstanding Options (or those Options that are expected to be granted in the during the Interim Period and which have been disclosed in the Corporation Disclosure Letter) and outstanding warrants to purchase Shares in accordance with their terms;

(e) other than as may be agreed to in writing by the Purchaser and the Corporation prior to the Closing, take, or omit to take, any action that could reasonably be expected to result in the acceleration of vesting of Options;

(f) other than in the Ordinary Course, sell, transfer, pledge, lease or otherwise dispose of or create any Liens on any of the assets of the Corporation Group;

(g) make or commit to make (i) any capital expenditure, capital additions, or capital improvements not included in the 2016 budget, and (ii) any budgeted capital expenditure that is $500,000 greater than the budgeted amount for such capital expenditure;

(h) cancel, compromise, waive or release any right or claim, other than rights or claims that are not material, or waived in the Ordinary Course;

(i) prepay or repay any long-term indebtedness (whether on account of borrowed money, deferred purchase price of property or otherwise) before its scheduled maturity, other than repayments and contractually required prepayments of indebtedness under credit facilities, provided that no material breakage or other costs or penalties are payable in connection with any such prepayment;

(j) create, incur, assume or otherwise become liable with respect to, in one transaction or in a series of related transactions, any indebtedness for borrowed money or guarantees of any of the foregoing, other than drawdowns under the Corporation's loans;

(k) make any loan or advance to, or any capital contribution or investment in, or assume, guarantee or otherwise become liable with respect to the liabilities or obligations of, any Person (other than in respect of a liability or obligation incurred by a wholly owned Subsidiary that is not restricted hereunder from incurring that liability or obligation);

(l) make any bonus or profit sharing distribution or similar payment of any kind, except as may be required by the terms of a Contract or in accordance with past practice to which the Corporation Group is a party or by which the Corporation Group is bound;

(m) other than consistent with or in the Ordinary Course, (A) change its practices or procedures with respect to the collection of accounts receivable or the payment of accounts payable, (B) offer to discount the amount of any account receivable, (C) delay the payment of any account payable or (D) extend any incentive (whether to an account debtor, an account creditor or any Corporation Employee or third party responsible for the collection of receivables or the payment of payables) with respect to any account receivable or account payable or the payment or collection thereof;

(n) make any material change in the Corporation's methods of accounting, except as required by IFRS, or pursuant to written instructions, comments or orders of a Securities Authority;

(o) terminate, or amend the terms of, the employment of any Corporation Employee (other than, any termination or amendment in the Ordinary Course);

(p) grant any increase in the rate of wages, salaries, bonuses, benefits or other remuneration of any Corporation Employees (other than, in the case of a Corporation Employee other than a director or senior officer of the Corporation Group, a general increase in the Ordinary Course), including any severance, change of control or termination pay to any Corporation Employee, director or officer of the Corporation Group;

(q) adopt, terminate, or amend any Employee Plan, make any contribution to any Employee Plan (other than regularly scheduled contributions), except as required to comply with applicable Laws or as expressly required by this Agreement, and except as disclosed in the Corporation Disclosure Letter, make or commit to make any grants of equity or equity-based compensation to any present or former officer, director, employee or other personnel (whether employees or individual contractors);

(r) amend or modify in any material respect or terminate or waive any material right under any Material Contract or enter into any Contract that would be a Material Contract if in effect on the date of this Agreement;

(s) (i) enter into any Non-Arm's Length Agreement; (ii) amend or agree to amend the terms of any existing Non-Arm's Length Agreement, or (iii) make any payment with respect to or in connection with a Non-Arm's Length Agreement, in each case except as required thereby or pursuant to the terms hereof;

(t) except as contemplated in Section 4.10 and except for scheduled renewals in the Ordinary Course, amend, modify or terminate any material insurance policy in effect on the date of this Agreement;

(u) reorganize, amalgamate or merge with any member of the Corporation Group;

(v) reduce the stated capital of the shares of such Party or any of its Subsidiaries ; or

(w) authorize, agree, resolve or otherwise commit, whether or not in writing, to do any of the foregoing.

(3) Each Party covenants and agrees that until the earlier of the Effective Date and the date on which this Agreement is terminated in accordance with its terms, the each Party shall use commercially reasonable efforts to and shall cause each of its Subsidiaries to (i) duly and timely file with the appropriate Governmental Entity all Tax Returns required to be filed by such Party and its Subsidiaries , (ii) pay, withhold, collect and remit to the appropriate Governmental Entity in a timely fashion all material amounts required to be so paid, withheld, collected or remitted other than those being contested in good faith, and (iii) not, without the prior written consent of the other Party, acting reasonably (A) make, rescind or change any election relating to Taxes, annual Tax accounting period or method of Tax accounting that would reasonably be expected to be material to the Party and its Subsidiaries, taken as a whole, (B) enter into (or offer to enter into) any agreement (including any waiver) with any Governmental Entity relating to Taxes that would reasonably be expected to be material to the Party and its Subsidiaries, taken as a whole, (C) settle (or offer to settle) any Tax claim, audit, proceeding or re-assessment that would reasonably be expected to be material to the Party and its Subsidiaries, taken as a whole, or (D) amend any Tax Return or change from most recent practice any manner of reporting income or claiming deductions for Tax purposes that would reasonably be expected to be material to the Party and its Subsidiaries, taken as a whole.

(4) Each Party shall keep the other reasonably informed, on a current basis, of any events, discussions, notices or changes with respect to any Tax or regulatory investigation or any other investigation by a Governmental Entity or action involving the Party and its Subsidiaries (in each case other than ordinary course communications which could not reasonably be expected to be material to such Party and its Subsidiaries, taken as a whole).

(5) The Corporation shall promptly notify the Purchaser of any notice or other communication from a customer alleging a defect or claim in respect of any products supplied or sold by the Corporation Group to a customer which is reasonably likely to be reflective of a material recurring product defect, to lead to a product recall or to form the basis for a potential class action recourse by customers.

(6) The Corporation shall provide and shall use commercially reasonable efforts to provide and, without unduly or materially interfering with or impacting the operations of its business and operations, cause each of its employees and auditors to provide such cooperation and assistance to the Purchaser to prepare and complete a Business Acquisition Report required under NI 51-102 – Continuous Disclosure Obligations, Part 8, as may reasonably be requested, from time to time, by the Purchaser. Such assistance shall include, but not limited to, (i) providing such information concerning the business of the Corporation Group, including timely delivery to the financial statement and any additional or supporting documentation, and (ii) using commercially reasonable efforts to cause the auditors of the Corporation or any Subsidiary to cooperate with the Purchaser to satisfy its obligations under NI 51-102, at the sole cost, expense and responsibility of the Purchaser.

4.2 Conduct of the Purchaser

(1) The Purchaser shall use commercially reasonable efforts to preserve intact the current business organization of the Purchaser and its Subsidiaries, keep available the services of the Purchaser's employees and maintain good relations with, and the goodwill of, suppliers, clients, franchisees, licensors, lessors and all other Persons having business relationships with the Purchaser and its Subsidiaries and except as (i) required or permitted by this Agreement, (ii) required by the applicable Law or any Governmental Entity, or (iii) with the prior written consent of the Corporation (which consent shall not be unreasonably withheld, conditioned or delayed), the Purchaser shall not, and shall not permit any of its Subsidiaries to, during the Interim Period, directly or indirectly:

(a) amend its articles, by-laws or, in the case of any Subsidiary which is not a corporation, its similar organizational documents;

(b) split, combine or reclassify any of its shares or securities or those of any of its Subsidiaries or declare or pay any dividends or make any other distributions in respect of the any such shares or securities of the Purchaser (whether in cash, shares or property or any combination thereof) or set aside funds or other assets for any dividend or otherwise, provided that its Subsidiaries shall have the right to declare and pay dividends or other distributions to the Purchaser or other Subsidiaries of the Purchaser in a manner consistent with past practice;

(c) redeem, repurchase or otherwise acquire, or offer to redeem, repurchase or otherwise acquire, any of its securities or any securities of any of its Subsidiaries, provided that the Purchaser shall have the right to redeem, repurchase or otherwise acquire any securities of its Subsidiaries in furtherance of existing put or similar rights of minority shareholders;

(d) other than equity financings for such purpose and at such limit as agreed to by the Purchaser and the Corporation on the date hereof, issue, grant, pledge, award, deliver or sell, or authorize the issuance, grant, pledge, award, delivery or sale of, any shares, options, warrants or similar rights exercisable or exchangeable for or convertible into securities of the Purchaser or securities of any of its Subsidiaries (including for greater certainty options), except for the issuance of the Purchaser's common shares issuable upon the exercise of the currently outstanding options (or those options that are expected to be granted in the during the Interim) in accordance with their terms;

(e) make or commit to make (i) any capital expenditure, capital additions, or capital improvements not included in the 2016 budget, and (ii) any budgeted capital expenditure that is $500,000 greater than the budgeted amount for such capital expenditure;

(f) other than in the Ordinary Course, sell, transfer, pledge, lease or otherwise dispose of or create any Liens on any of the assets of the Purchaser and its Subsidiaries;

(g) cancel, compromise, waive or release any right or claim, other than rights or claims that are not material, or waived in the Ordinary Course;

(h) prepay or repay any long-term indebtedness (whether on account of borrowed money, deferred purchase price of property or otherwise) before its scheduled maturity, other than repayments and contractually required prepayments of indebtedness under credit facilities, provided that no material breakage or other costs or penalties are payable in connection with any such prepayment;

(i) create, incur, assume or otherwise become liable with respect to, in one transaction or in a series of related transactions, any indebtedness for borrowed money or guarantees of any of the foregoing, other than drawdowns under the Purchaser's loans;

(j) make any loan or advance to, or any capital contribution or investment in, or assume, guarantee or otherwise become liable with respect to the liabilities or obligations of, any Person (other than in respect of a liability or obligation incurred by a wholly owned Subsidiary that is not restricted hereunder from incurring that liability or obligation); and

(k) make any bonus or profit sharing distribution or similar payment of any kind, except as may be required by the terms of a Contract or in accordance with past practice to which the Purchaser or its Subsidiaries is a party or by which the Purchaser or its Subsidiaries is bound,

provided however that Sections 4.2(1)(f) to 4.2(1)(k), inclusive, shall only apply to such activities that in the aggregate or individually exceed $10,000,000.

4.3 Regarding the Arrangement

(1) Each of the Corporation and the Purchaser shall use its commercially reasonable efforts to take, or cause to be taken, as applicable, all actions and to do or cause to be done all things required, or advisable under Law to consummate the Arrangement as soon as practicable, including:

(a) using commercially reasonable efforts to satisfy, or cause the satisfaction of, each of the conditions set forth in Sections 6.1, 6.2 and 6.3, to the extent the same is within their control;

(b) at the Purchaser's request and at the Purchaser's sole cost and expense, using commercially reasonable efforts to obtain as soon as practicable following execution of this Agreement and maintain all third party consents, waivers or approvals that are required to be obtained under the Material Contracts in connection with the Arrangement or this Agreement or required in order to maintain the Material Contracts in full force and effect following the consummation of the Arrangement;

(c) using commercially reasonable efforts to oppose, lift or rescind any Award seeking to restrain, enjoin or otherwise prohibit or delay or otherwise adversely affect the consummation of the Arrangement and defend, or cause to be defended, any Actions to which it is a party or brought against it or its directors or officers challenging the Arrangement or this Agreement;

(d) carrying out the terms of the Interim Order and the Final Order applicable to it and complying promptly with all requirements imposed by Law on it or its Subsidiaries with respect to the Arrangement or this Agreement;

(2) Subject to any confidentiality, non-disclosure or similar restrictions thereunder or in connection therewith, the Corporation shall promptly notify the Purchaser of any notice or other communication from any counterparty to a Material Contract (A) that the consent, waiver or approval of such counterparty is required in connection with the Arrangement or this Agreement, or (B) to the effect that such counterparty is terminating or otherwise materially adversely modifying its relationship with the Corporation Group as a result of the Arrangement or this Agreement;

(3) Each of the Corporation and the Purchaser shall promptly notify the other of:

(a) any material notice or other material communication from any Governmental Entity in connection with the Arrangement or this Agreement (and subject to compliance with Law, contemporaneously provide a copy of such notice or communication to the Purchaser or the Corporation, as applicable); or

(b) any Action commenced or, to knowledge of the Purchaser or the Corporation, as applicable, threatened against, relating to or involving or otherwise affecting the Corporation Group or the Purchaser that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to paragraph (r) of Schedule D (*Compliance with Laws*) or that relates to the Arrangement or this Agreement.

4.4 Regulatory Approvals

(1) The Purchaser and the Corporation shall, as promptly as practicable, prepare and file all required documents, registrations, statements, petitions, filings and applications for any Regulatory Approvals and all filings and applications required or deemed advisable by the Purchaser or the Corporation (acting reasonably) under applicable Securities Laws (including filings and applications with applicable Securities Authorities) and under applicable rules of stock exchanges and shall use commercially reasonable efforts to obtain and maintain, and shall use commercially reasonable efforts to provide to the other Party cooperation reasonably requested by the other Party to obtain and maintain, all Regulatory Approvals.

(2) Subject to Section 4.7, the Purchaser and the Corporation shall cooperate with one another in connection with obtaining the Regulatory Approvals, including using commercially reasonable efforts in providing or submitting on a timely basis all documentation and information that is required, or in the reasonable opinion of either Party, advisable, in connection with obtaining the Regulatory Approvals, *provided that* competitively sensitive information may be provided confidentially only to the external counsel of the other Party to the exclusion of the other Party.

(3) Subject to Section 4.7, the Purchaser and the Corporation shall keep each other informed as to the status of and the processes and proceedings relating to obtaining the Regulatory Approvals, and shall promptly notify each other of any material notice or other material

communication from any Governmental Entity in connection with the Arrangement or this Agreement, and shall not make any submissions or filings, participate in any meetings or any material conversations with any Governmental Entity in respect of any filings, investigations or other inquiries related to the Arrangement or this Agreement unless it consults with the other Party in advance and, to the extent not precluded by such Governmental Entity or Law, gives the other Party the opportunity to review drafts of any submissions or filings, or attend and participate in any meetings or material communications. Despite the foregoing, submissions, filings or other written communications with any Governmental Entity may be redacted as necessary before sharing with the other Party to address reasonable attorney-client or other privilege or confidentiality concerns, *provided that* a Party shall provide external legal counsel to the other Party non-redacted versions of drafts or final submissions, filings or other written communications with any Governmental Entity on the basis that the redacted information will not be shared with its clients.

(4) Each Party shall promptly notify the other Party if it becomes aware that any (i) application, filing, document or other submission for any Regulatory Approval contains a Misrepresentation, or (ii) any Regulatory Approval contains, reflects or was obtained following the submission of any application, filing, document or other submission containing a Misrepresentation, such that an amendment or supplement may be required or advisable. In such case, the Party making the application, filing, document or other submission that contained the Misrepresentation shall, in consultation with and subject to the prior approval of the other Party, cooperate in the preparation, filing and dissemination, as applicable, of any such amendment or supplement.

(5) The Purchaser and the Corporation shall request that the Regulatory Approvals be processed by the applicable Governmental Entity on an expedited basis and, to the extent that a public hearing is held, the Purchaser and the Corporation shall request the earliest possible hearing date for the consideration of the Regulatory Approvals.

(6) Subject to the express provisions of Section 4.7, if any objections are asserted with respect to the transactions contemplated by this Agreement under any Law, or if any Action is instituted or threatened by any Governmental Entity challenging or which could lead to a challenge of any of the transactions contemplated by this Agreement as not in compliance with applicable Laws, the Purchaser and the Corporation shall use their commercially reasonable efforts consistent with the terms of this Agreement to resolve such Action so as to allow the Effective Time to occur on or prior to the Outside Date.

4.5 Purchaser Meeting

Subject to the terms of this Agreement, the Purchaser shall:

(a) convene and conduct the Purchaser Meeting in accordance with the Purchaser's articles, by-laws and the Laws as soon as reasonably practicable and in any event prior to January 27, 2016 for the purpose of considering the Purchaser Shareholder Approval resolution and for any other proper purpose as may be set out in the Purchaser Circular and agreed to by the Corporation, acting reasonably, and not except as required for quorum purposes, as required by Laws, or otherwise as permitted under this Agreement, adjourn, postpone or cancel (or propose the adjournment, postponement or cancellation of) the Purchaser Meeting without the prior written consent of the Corporation;

(b) solicit proxies in favour of the approval of the Purchaser Shareholder Approval resolution and against any resolution submitted by any Purchaser Shareholder that is inconsistent with the Purchaser Shareholder Approval resolution and the completion of any of the transactions contemplated by this Agreement;

(c) provide the Corporation with copies of or access to reports regarding the Purchaser Meeting generated by any dealer or proxy solicitation services firm, as may be reasonably requested from time to time by the Corporation.

(d) consult with the Corporation in fixing the date of the Purchaser Meeting (it being agreed that the Purchaser and the Corporation will use their commercially reasonable efforts to schedule the Corporation Meeting and the Purchaser Meeting on the same day and at the same time);

(e) give notice to the Corporation of the Purchaser Meeting and allow the Corporation's Representatives and legal counsel to attend the Purchaser Meeting;

(f) not change the record date for the Purchaser Shareholders entitled to vote at the Purchaser Meeting in connection with any adjournment or postponement of the Purchaser Meeting, or change any other matters in connection with the Purchaser Meeting unless required by Law or approved by the Corporation;

(g) promptly advise the Corporation of any communication (written or oral) from any Purchaser Shareholder in opposition to the Arrangement or the Purchaser Shareholder Approval, and

(h) promptly advise the Corporation as the Corporation may reasonably request, and at least on a daily basis on each of the last ten (10) Business Days prior to the date of the Purchaser Meeting, as to the aggregate tally of the proxies received by Purchaser in respect of the Purchaser Shareholder Approval resolution.

4.6 Purchaser's Circular

(1) The Purchaser shall:

(a) as promptly as reasonably practicable after obtaining the Interim Order, (a) prepare the Purchaser Circular together with any other documents required by applicable Laws, (b) file the Purchaser Circular in all jurisdictions where the same is required to be filed, and (c) mail the Purchaser Circular as required in accordance with all applicable Laws;

(b) ensure that the Purchaser Circular complies in all material respects with all Laws and does not contain any Misrepresentation (except that the Purchaser shall not be responsible for any information relating to the Corporation and the Common Shares);

(c) solicit proxies in favour of the Purchaser Shareholder Approval resolution, and against any resolution submitted by any other Purchaser Shareholder, and take all other actions that are reasonably necessary or desirable to seek the Purchaser

Shareholder Approval; (ii) include a statement that the Purchaser Board has, after receiving legal and financial advice, unanimously determined that entering into this Agreement and completing the transactions contemplated by this Agreement are in the best interests of the Purchaser and the Purchaser Board is recommending that the Purchaser Shareholders vote in favour of the Purchaser Shareholder Approval resolution (the "**Purchaser Board Recommendation**"); and (iii) include in the Purchaser Circular: (A) a copy of the Purchaser Fairness Opinion; and (B) a statement that the Purchaser Board has received the Purchaser Fairness Opinion and a statement that the Purchaser Locked-up Shareholders have entered into the Mettrum Voting Agreements and will vote all their Purchaser Shares in favour of the Purchaser Shareholder Approval resolution and against any resolution submitted by any Purchaser Shareholder that is contrary to the terms thereof; and

(d) provide the Corporation with final copies of the Purchaser Circular prior to the mailing thereof to the Purchaser Shareholders.

(2) The Corporation and its legal counsel shall be given a reasonable opportunity to review and comment on the Purchaser Circular prior to the Purchaser Circular being printed and filed with the Governmental Entities, and reasonable consideration shall be given to any comments made by the Corporation and its counsel, *provided that* all information relating solely to Corporation, its Affiliates and the Common Shares included in the Purchaser Circular shall be in form and content satisfactory to the Corporation, acting reasonably.

(3) The Corporation shall provide all necessary information concerning the Corporation that is required by Law to be included by the Purchaser in the Purchaser Circular or other related documents to the Purchaser in writing, use reasonable commercial efforts to obtain any necessary consents from any of its auditors and any other advisors to the use of any financial, technical or other expert information required to be included in the Purchaser Circular and to the identification in the Purchaser Circular of each such advisor and shall use reasonable commercial efforts to ensure that such information does not contain any Misrepresentation concerning the Corporation. The Corporation shall indemnify and save harmless the Purchaser and its officers, directors and employees from and against any and all liabilities, claims, demands, losses, costs, damages and expenses to which the Purchaser or any of its officers, directors and employees may be subject or may suffer as a result of, or arising from, any Misrepresentation contained in any information included in the Purchaser Circular that was provided by the Corporation pursuant to this Section 4.6(3), including as a result of any order made, or any inquiry, investigation or proceeding instituted by any Securities Authority or other Governmental Entity based on such Misrepresentation.

(4) The Corporation and the Purchaser shall each promptly notify each other if at any time before the Effective Date either becomes aware that the Purchaser Circular contains a Misrepresentation, or that otherwise requires an amendment or supplement to the Purchaser Circular and the Parties shall co-operate in the preparation of any amendment or supplement to the Purchaser Circular as required or appropriate, and the Purchaser shall promptly mail, file or otherwise publicly disseminate any amendment or supplement to the Purchaser Circular to Purchaser Shareholders and, if required by the Court or

applicable Laws, file the same with the Securities Authorities or any other Governmental Entities as required.

4.7 Access to Information; Confidentiality

(1) Subject to the Confidentiality Agreement and applicable Laws, each Party shall give the other Party, upon reasonable notice, reasonable access during normal business hours to their material assets, Material Contracts, Books and Records and senior personnel, on and subject to the terms of the Confidentiality Agreement and so long as such access does not unduly interfere with the conduct of their business in the Ordinary Course, and will cause the Parties Representatives to collaborate with the other Party and its Representatives. If any material is withheld in accordance with applicable Laws, such Party shall, to the extent permitted by applicable Laws, inform the other Party as to the general nature of what is being withheld.

(2) Except in the ordinary course of business of the Purchaser or its affiliates, neither the Purchaser nor any of its Representatives will contact any Corporation Employees, officers, clients, licensors or lessors of the Corporation Group except after consultation with and the approval of the Corporation or its Representatives, which shall not be unreasonably withheld, conditioned or delayed.

(3) Notwithstanding any provision of this Agreement, the Corporation shall not be obligated to provide access to, or to disclose, any information to the Purchaser if the Corporation reasonably determines (after receiving the advice of outside legal counsel) that such access or disclosure would jeopardize any attorney client or other privilege claim by the Corporation Group.

(4) The Purchaser acknowledges that the Confidentiality Agreement shall continue to apply, *mutatis mutandis*, to all information provided to the Purchaser and its Representatives under this Section 4.7. If this Agreement is terminated in accordance with its terms, the obligations of the Parties under the Confidentiality Agreement shall survive the termination of this Agreement in accordance with the terms of the Confidentiality Agreement.

4.8 Public Communications

(1) The Parties shall cooperate in the preparation of presentations, if any, to Mettrum Shareholders regarding the Arrangement. A Party must not issue any press release or make any other public statement or disclosure with respect to the Arrangement or this Agreement without the consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed), make any filing with any Governmental Entity with respect to the Arrangement or this Agreement (other than as contemplated by Sections 2.2, 2.3, 2.4, 2.5, 2.6, 2.8 and 2.11) without the consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed) and the Purchaser must not make any filing with any Governmental Entity in connection with the Arrangement (other than as contemplated by Section 4.6) without the consent of the Corporation (which consent shall not be unreasonably withheld, conditioned or delayed); *provided that* any Party that is required to make disclosure by Law with respect to the

Arrangement or this Agreement shall be permitted to make such disclosure, but shall use its commercially reasonable efforts to give the other Party prior oral or written notice and a reasonable opportunity for it and its legal counsel to review or comment on the disclosure or filing (other than with respect to confidential information of the disclosing Party contained in such disclosure or filing). The Party making such disclosure shall give reasonable consideration to any comments made by the other Party or its legal counsel.

(2) Each of the Parties shall, where practicable, provide reasonable opportunity for the other Party and its legal counsel to review or comment on any disclosure or filing made pursuant to Securities Laws not otherwise referred to in Section 4.8(1). Each Party shall give reasonable consideration to any comments made by the other Party or its legal counsel prior to making such disclosure or filing.

4.9 Notice and Cure Provisions

The Purchaser may not elect to exercise its right to terminate this Agreement pursuant to Section 7.2(1)(d)(i) (*Breach of Representation or Warranty or Failure to Perform Covenant*) and the Corporation may not elect to exercise its right to terminate this Agreement pursuant to Section 7.2(1)(c)(i) (*Breach of Representation or Warranty or Failure to Perform Covenant*), unless the Party seeking to terminate this Agreement (the "**Terminating Party**") has delivered a written notice ("**Termination Notice**") to the other Party (the "**Breaching Party**") specifying in reasonable detail all breaches of representations, warranties, covenants or other matters which the Terminating Party asserts as the basis for termination. After delivering a Termination Notice, provided the Breaching Party is proceeding diligently to cure such matter and such matter is capable of being cured prior to the Outside Date, the Terminating Party may not exercise such termination right until the earlier of (a) the Outside Date, and (b) the date that is 10 Business Days following receipt of such Termination Notice by the Breaching Party, if such matter has not been cured by such date. If the Terminating Party delivers a Termination Notice prior to the date of the Meeting or the making of the application for the Final Order, unless the Parties agree otherwise, the Corporation shall postpone or adjourn the Meeting or delay making the application for the Final Order, or both, to the earlier of (a) five (5) Business Days prior to the Outside Date, and (b) the date that is ten (10) Business Days following receipt of such Termination Notice by the Breaching Party (without causing any breach of any other provision contained herein).

4.10 Insurance

(1) Prior to the Effective Date, the Corporation shall purchase customary "tail" policies of directors' and officers' liability insurance providing protection to each director and officer of the Corporation Group on terms and conditions no less favourable in the aggregate to the protection provided by the policies maintained by the Corporation Group which are in effect immediately prior to the date hereof and providing protection in respect of claims arising from facts or events which occurred on or prior to the Effective Date and the Purchaser shall, or shall cause the Corporation Group to maintain such tail policies in effect without any reduction in scope or coverage for at least six (6) years from the Effective Date.

(2) If the Corporation or any of its wholly-owned Subsidiaries or any of their respective successors or assigns (i) consolidates with or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger, or (ii) transfers all or substantially all of their properties and assets to any Person, the Purchaser shall ensure that any such successor or assign (including, as applicable, any acquirer of substantially all of the properties and assets of the Corporation Group) assumes all of the obligations set forth in this Section 4.10.

4.11 TSXV De-listing

Subject to applicable Laws, the Purchaser and the Corporation shall use their commercially reasonable efforts to cause the Shares to be de-listed from the TSXV, with effect promptly following the acquisition by the Purchaser of the Shares pursuant to the Arrangement.

4.12 Joint Circular

The Parties agree that, for the purposes of this Agreement, the Mettrum Circular and the Purchaser Circular may be prepared co-operatively by the Parties as a Joint Circular to be used for both the Mettrum Meeting and the Purchaser Meeting. In such case, all references to Mettrum Circular and the Purchaser Circular shall mean the Joint Circular as it relates to the Corporation Group and the Purchaser Group, respectively. In the event the Parties agree to prepare a Joint Circular, the Joint Circular shall be in form and substance satisfactory to each Party, each acting reasonably and in a timely manner in compliance with the terms of this Agreement.

ARTICLE 5
ADDITIONAL COVENANTS

5.1 Non-Solicitation

(1) Except as expressly provided in this Article 5, the Corporation shall not, directly or indirectly, through any Subsidiary or Representative of the Corporation Group, and shall not permit any such Person to:

(a) solicit, initiate, knowingly encourage or otherwise knowingly facilitate, (including by way of furnishing non-public information or entering into any form of agreement, arrangement or understanding) any inquiry, proposal or offer from any Person (other than the Purchaser Group, its Affiliates, any Representatives thereof or any other Person acting jointly or in concert with any of them) that would reasonably be expected to constitute an Acquisition Proposal;

(b) enter into or otherwise engage or participate in any negotiations or discussions with any Person (other than the Purchaser Group, its Affiliates, any Representatives thereof or any other Person acting jointly or in concert with any of them) regarding any inquiry, proposal or offer that could constitute an Acquisition Proposal;

(c) make a Mettrum Change in Recommendation; or

(d) approve or recommend any Acquisition Proposal or enter into, or publicly propose to accept or enter into, any agreement in respect of an Acquisition Proposal (other than a confidentiality and standstill agreement as contemplated in Section 5.3).

(2) The Corporation shall, and shall cause its Subsidiaries and their respective Representatives to, immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussion or negotiations commenced prior to the date of this Agreement with any Person (other than the Purchaser Group, any of their Affiliates, any such Peron's Representatives or any other Person acting jointly or in concert with any of them) with respect to any inquiry, proposal or offer that would reasonably be expected to constitute an Acquisition Proposal, and in connection with such termination shall:

(a) discontinue access to, and disclosure of, all confidential information regarding the Corporation and its Subsidiaries; and

(b) to the extent that such information has not previously been returned or destroyed, promptly request the return or destruction of all copies of any confidential information regarding the Corporation and its Subsidiaries provided to any such Person.

(3) The Corporation covenants and agrees not to, without the prior consent of the Purchaser, not to be unreasonably withheld, conditioned or delayed, release any Person from, or waive such Person's obligations respecting the Corporation, under any confidentiality, standstill or similar agreement or restriction to which the Corporation is a party (it being acknowledged by the Purchaser that the automatic termination or release of any standstill restrictions of any such agreements as a result of entering into and announcing this Agreement shall not be a violation of this Section 5.1(3)), and the Corporation undertakes to use commercially reasonable efforts to seek to enforce, or cause it Subsidiaries to use commercially reasonable efforts to seek to enforce, all confidentiality, standstill, or similar agreements or restrictions that it or any of its Subsidiaries have entered into prior to the date hereof or enter into after the date hereof.

(4) Subject to and notwithstanding Section 5.3(2)(c), neither the Corporation nor the Corporation Group shall, during the Interim Period, enter into any Contract providing for confidentiality, non-disclosure or similar obligations in connection with any Acquisition Proposal pursuant to which the Corporation is prohibited from disclosing the material terms and identity of the counter-party for the purposes of the Purchaser's right to match set forth in Section 5.4.

5.2 Notification of Acquisition Proposals

If the Corporation Group receives or otherwise becomes aware of any inquiry, proposal or offer that constitutes or would reasonably be expected to lead to an Acquisition Proposal for the Corporation, or any request for copies of, access to, or disclosure of, confidential information relating to the Corporation, including but not limited to information, access, or disclosure relating to the properties, facilities, books or records of the Corporation, the Corporation shall:

(a) promptly notify the Purchaser, at first orally, and then promptly and in any event within 24 hours in writing, of such Acquisition Proposal for the Corporation, inquiry, proposal, offer or request, and including a description of its material terms and conditions, the identity of all Persons making the Acquisition Proposal for the Corporation, inquiry, proposal, offer or request, and shall (subject to the terms and restrictions of any confidentiality, non-disclosure or similar obligations of the Corporation Group or their Representatives in connection or in relation therewith) further provide the Purchaser with copies of all written documents, correspondence or other material received in respect of, from or on behalf of any such Person; and

(b) in each case subject to the terms and restrictions of any confidentiality, non-disclosure or similar obligations of the Corporation Group or their Representatives in connection or in relation therewith, keep the Purchaser reasonably informed of the status of developments and negotiations with respect to such Acquisition Proposal for the Corporation, inquiry, proposal, offer or request, including any changes, modifications or other amendments to any such Acquisition Proposal for the Corporation, inquiry, proposal, offer or request.

5.3 Responding to an Acquisition Proposal

Notwithstanding Section 5.1, or any other agreement between the Parties or between the Corporation and any other Person, including the Confidentiality Agreement, if at any time, prior to the receipt of the Required Shareholder Approval, the Corporation receives a *bona fide* written Acquisition Proposal, the Corporation may:

(1) contact such Person to clarify and confirm the terms and conditions of any such Acquisition Proposal; and

(2) engage or participate in discussions with and providing information and materials to such Person regarding such Acquisition Proposal, provided that:

(a) the Mettrum Board (or any committee thereof), after consultation with outside legal and financial advisors, has determined in good faith that such Acquisition Proposal constitutes, or could reasonably be expected to constitute or lead to, a Superior Proposal;

(b) the Corporation has been, and continues to be, in compliance with its obligations under this Article 5; and

(c) the Corporation enters into a confidentiality and standstill agreement with such Person (if one has not already been entered into or if such previous agreement contains provisions that are more favourable to such Person than those contained in the Confidentiality Agreement) which contains provisions that are no less favourable in the aggregate to the Corporation and that are not individually or in the aggregate materially more favourable to such Person than those contained in the Confidentiality Agreement, and *provided that* such confidentiality and standstill agreement may not include any provision calling for an exclusive right to negotiate with the Corporation and may not restrict the Corporation from complying with this Article 5, and that the Purchaser is concurrently provided with access to any information that was provided to such Person and not previously provided to the Purchaser.

5.4 Right to Match

(1) If the Corporation receives an Acquisition Proposal for the Corporation that constitutes a Superior Proposal prior to the approval of the Arrangement Resolution by the Corporation Shareholders, the Corporation, subject to compliance with Sections 7.2(1)(c)(iii) and 8.2(3)(b), may enter into a definitive agreement with respect to such Acquisition Proposal, if and only if:

(a) the Person making the Superior Proposal was not prohibited from making such Acquisition Proposal pursuant to an existing confidentiality, standstill, non-disclosure or similar restriction with the Corporation;

(b) the Corporation has been, and continues to be, in compliance with its obligations under this Article 5;

(c) the Corporation has delivered to the Purchaser a written notice of the determination of the Mettrum Board that such Acquisition Proposal constitutes a Superior Proposal and of the intention of the Corporation to enter into such definitive agreement (the "**Superior Proposal Notice**");

(d) subject to the terms and restrictions of any confidentiality, non-disclosure or similar obligations of the Corporation Group or their Representatives in connection or in relation therewith, the Corporation has provided the Purchaser a copy of the proposed agreement for the Superior Proposal;

(e) at least five (5) Business Days (the "**Matching Period**") have elapsed from the date that is the later of the date on which the Purchaser received the Superior Proposal Notice and, subject to the terms and restrictions of any confidentiality, non-disclosure or similar obligations of the Corporation Group or their Representatives in connection or in relation therewith, a copy of the proposed agreement for the Superior Proposal from the Corporation;

(f) during the Matching Period, the Purchaser has had the opportunity (but not the obligation), in accordance with Section 5.4(2), to offer to amend this Agreement and the Arrangement in order for such Acquisition Proposal to cease to be a Superior Proposal;

(g) if the Purchaser has offered to amend this Agreement and the Arrangement under Section 5.4(2), the Mettrum Board has determined in good faith, after consultation with the Corporation's outside legal counsel and financial advisers, that such Acquisition Proposal continues to constitute a Superior Proposal compared to the terms of the Arrangement as proposed to be amended by the Purchaser under Section 5.4(2); and

(h) prior to entering into such definitive agreement the Corporation terminates this Agreement pursuant to Section 7.2(1)(c)(iii) and pays the Corporation Termination Fee pursuant to Section 8.2(3)(b). During the Matching Period, or such longer period as the Corporation may approve in writing for such purpose: (a) the Purchaser shall have the opportunity (but not the obligation), to offer to amend the Arrangement and this Agreement in order for such Acquisition Proposal to cease to be a Superior Proposal, (b) the Mettrum Board shall review any offer made by the Purchaser to amend the Arrangement and this Agreement in good faith, after consultation with outside legal and financial advisors, in order to determine whether such proposal would, upon acceptance, result in the Acquisition Proposal previously constituting a Superior Proposal ceasing to be a Superior Proposal; and (c) the Corporation shall negotiate in good faith with the Purchaser to make such amendments to the Arrangement and this Agreement as would enable the Purchaser to proceed with the transactions contemplated by this Agreement on such amended terms. If the Mettrum Board determines that such Acquisition Proposal would cease to be a Superior Proposal, the Corporation shall promptly so advise the Purchaser, and the Corporation and the Purchaser shall amend this Agreement to reflect such offer made by the Purchaser, and shall take and cause to be taken all such actions as are necessary to give effect to the foregoing.

(2) During the Matching Period, (a) the Mettrum Board shall review any offer made by the Purchaser under Section 5.4(1)(f) to amend the terms of this Agreement and the Arrangement in good faith in order to determine whether such proposal would, upon acceptance, result in the Acquisition Proposal for the Corporation previously constituting a Superior Proposal ceasing to be a Superior Proposal; and (b) the Corporation shall negotiate in good faith with the Purchaser to make such amendments to the terms of this Agreement and the Arrangement as would enable the Purchaser to proceed with the transactions contemplated by this Agreement on such amended terms. If the Mettrum Board determines that such Acquisition Proposal would cease to be a Superior Proposal, the Corporation shall promptly so advise the Purchaser and the Corporation and the Purchaser shall amend this Agreement to reflect such offer made by the Purchaser, and shall take and cause to be taken all such actions as are necessary to give effect to the foregoing.

(3) Each successive amendment to any Acquisition Proposal shall constitute a new Acquisition Proposal for the purposes of this Section 5.4, and the Purchaser shall be afforded a new five (5) Business Day Matching Period from the later of the date on which the Purchaser received the Superior Proposal Notice and, subject to the terms and restrictions of any confidentiality, non-disclosure or similar obligations of the Corporation Group or their Representatives in connection or in relation therewith, a copy of the proposed agreement for the new Superior Proposal from the Corporation.

(4) If reasonably required by the Purchaser for a valid business reason for the completion of the Contemplated Transactions, the Mettrum Board shall promptly reaffirm the Mettrum Board Recommendation by press release after any Acquisition Proposal for the Corporation which is not determined to be a Superior Proposal is publicly announced or the Mettrum Board determines that a proposed amendment to the terms of this Agreement as contemplated under Section 5.4(2) would result in an Acquisition Proposal no longer being a Superior Proposal. The Corporation shall provide the Purchaser and its outside legal counsel with a reasonable opportunity to review and comment on the form and content of any such press release, recognizing that whether or not such comments are appropriate will be determined by the Corporation, acting reasonably.

(5) If the Corporation provides a Superior Proposal Notice to the Purchaser after a date that is less than five (5) Business Days before the Corporation Meeting, the Corporation shall either proceed with or shall postpone the Corporation Meeting, as directed by the Purchaser acting reasonably, to a date that is not less than five (5) Business Days and not more than ten (10) Business Days after the scheduled date of the Corporation Meeting; *provided, however, that* the Corporation Meeting shall not be adjourned or postponed to a date later than seven (7) Business Days prior to the Outside Date.

(6) Nothing contained in this Section 5.4 shall limit in any way the obligation of the Corporation to convene and hold the Corporation Meeting in accordance with Section 2.3 of this Agreement while this Agreement remains in force and in no event shall the Corporation be permitted to put the Superior Proposal to a vote of the Corporation Shareholders at the Corporation Meeting, it being understood that any necessary shareholder vote in respect of a Superior Proposal shall require the Corporation to duly call and convene a separate meeting of the Corporation Shareholders and otherwise comply with this Agreement.

(7) Subject to its obligations under Section 8.2, nothing in this Agreement shall prevent the Mettrum Board from:

(a) responding, through a directors' circular or otherwise, only to the extent required by applicable Securities Laws, to an Acquisition Proposal for the Corporation, or from making a Mettrum Change in Recommendation as a result of a Material Adverse Effect with respect to the Purchaser;

(b) making any disclosure to the securityholders of the Corporation if the Mettrum Board, acting in good faith and upon the advice of its legal advisors, shall have first determined that the failure to make such disclosure would be inconsistent with the fiduciary duties of the Mettrum Board or such disclosure is otherwise required under applicable Laws; or

(c) calling and/or holding a meeting of Corporation Shareholders requisitioned by Corporation Shareholders in accordance with the OBCA or taking any other action with respect to an Acquisition Proposal for the Corporation to the extent ordered or otherwise mandated by a court of competent jurisdiction in accordance with Laws.

5.5 Confidential Information

Each Party agrees that all information that may be provided to it by the other Party with respect to any actual or contemplated Superior Proposal pursuant to this Article 5 shall be treated as if it were "Confidential Information" as that term is defined in the Confidentiality Agreement and shall not be disclosed or used except in accordance with the provisions of the Confidentiality Agreement or in order to enforce their rights under this Agreement in legal proceedings, other than with regards to the payment of the Termination Fee pursuant to Section 8.2.

5.6 Breach by Subsidiaries and Representatives

Without limiting the generality of the foregoing, the Corporation and the Purchaser shall advise Corporation Representatives and Purchaser Representatives, as applicable, of the prohibitions set out in this Article 5 and any violation of the restrictions set forth in this Article 5 by the Corporation or Corporation Representatives or by the Purchaser or Purchaser Representatives is deemed to be a breach of this Article 5 by the Corporation or the Purchaser, as applicable.

ARTICLE 6
CONDITIONS

6.1 Mutual Conditions Precedent

The Parties are not required to complete the Arrangement unless each of the following conditions is satisfied on or prior to the Effective Time, which conditions may only be waived, in whole or in part, by the mutual consent of each of the Parties:

(a) **Arrangement Resolution**. The Arrangement Resolution has been approved and adopted by the Mettrum Shareholders at the Meeting in accordance with the Interim Order.

(b) **Interim and Final Order**. The Interim Order and the Final Order have each been obtained on terms consistent with this Agreement, and have not been set aside or modified in a manner unacceptable to either the Corporation or the Purchaser, acting reasonably, on appeal or otherwise.

(c) **TSX Approval**. The Stock Exchange Approvals shall have been obtained.

(d) **Regulatory Approval**. All Regulatory Approvals required to complete the Contemplated Transactions shall have been obtained and are in force and shall not have been rescinded or amended, *provided that* it is expressly acknowledged, confirmed and agreed by each of the Purchaser and the Corporation that, as at the date hereof, no Regulatory Approval is required for the satisfaction of the condition in this Section 6.1(d).

(e) **Illegality**. No Law is in effect whether temporary, preliminary or permanent that makes the consummation of the Arrangement illegal or otherwise prohibits or enjoins the Corporation or the Purchaser from consummating the Arrangement.

6.2 Additional Conditions Precedent to the Obligations of the Purchaser

The Purchaser is not required to complete the Arrangement unless each of the following conditions is satisfied on or prior to the Effective Time, which conditions are for the exclusive benefit of the Purchaser and may only be waived, in whole or in part, by the Purchaser in its sole discretion:

(a) **Deliverables.** The Purchaser shall have received, substantially in the form set out in Schedule G, lock-up agreements that provide for a two-month period of no dispositions following Closing from each of the Locked-Up Shareholders

(b) **Representations and Warranties**. The representations and warranties of the Corporation set forth in this Agreement are true and correct (without regard to any materiality or “Material Adverse Effect” qualifications contained therein) as of the date hereof and the Effective Time (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of such specified date), except where any failure or failures of such representations and warranties to be so true and correct would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect on the Corporation Group, taken as a whole, and which, for greater certainty, does not include changes to the capitalization of the Corporation as a result of the exercise of Options or warrants, and the Corporation has delivered a certificate confirming same to the Purchaser, executed by two senior officers of the Corporation (in each case without personal liability) addressed to the Purchaser and dated the Effective Date.

(c) **Performance of Covenants**. The Corporation has fulfilled or complied in all material respects with each of the covenants of the Corporation contained in this Agreement to be fulfilled or complied with by it on or prior to the Effective Time and has delivered a certificate confirming same to the Purchaser, executed by two senior officers of the Corporation (in each case without personal liability) addressed to the Purchaser and dated the Effective Date.

(d) **Dissent Rights**. Mettrum Shareholders shall not have exercised their Dissent Rights in connection with the Arrangement with respect to more than 5% of the Shares.

(e) **No Material Adverse Effect.** A Material Adverse Effect shall not have occurred in respect of the Corporation Group, taken as a whole.

(f) **Resignation of the Corporation's Board of Directors.** The current members of the Board of Directors of the Corporation shall resign as required by the Purchaser, subject to the provision of a release in favour of the resigning members and the 'tail' insurance contemplated in Section 4.10.

6.3 Additional Conditions Precedent to the Obligations of the Corporation

The Corporation is not required to complete the Arrangement unless each of the following conditions is satisfied on or before the Effective Time, which conditions are for the exclusive benefit of the Corporation and may only be waived, in whole or in part, by the Corporation in its sole discretion:

(a) **Representations and Warranties**. The representations and warranties of the Purchaser set forth in this Agreement are true and correct (without regard to any materiality or "Material Adverse Effect" qualifications contained therein) as of the date hereof and as of the Effective Time (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of such specified date), except where any failure or failures of such representations and warranties to be so true and correct would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect on the Purchaser Group, taken as a whole, and the Purchaser has delivered a certificate confirming same to the Corporation, executed by two senior officers of the Purchaser (in each case without personal liability) addressed to the Corporation and dated the Effective Date.

(b) **Performance of Covenants**. The Purchaser has fulfilled or complied in all material respects with each of the covenants of the Purchaser contained in this

Agreement to be fulfilled or complied with by it on or prior to the Effective Time, and has delivered a certificate confirming same to the Corporation, executed by two senior officers of the Purchaser (in each case without personal liability) addressed to the Corporation and dated the Effective Date.

(c) **Deposit of Consideration**. Subject to obtaining the Final Order and the satisfaction or waiver of the other conditions precedent contained herein in its favour (other than conditions which, by their nature, are only capable of being satisfied as of the Effective Time), the Purchaser has deposited or caused to be deposited with the Depositary an irrevocable direction for the issuance of Purchaser Shares (the terms and conditions of such escrow to be satisfactory to the Corporation and the Purchaser, acting reasonably) in accordance with Section 2.9 Purchaser Shares required to effect payment and delivery in full of the aggregate Consideration to be paid pursuant to the Arrangement and the Depositary has confirmed to the Corporation receipt of Purchaser Shares.

(d) **No Material Adverse Effect**. A Material Adverse Effect shall not have occurred in respect of the Purchaser Group, taken as a whole.

6.4 Satisfaction of Conditions

The conditions precedent set out in Sections 6.1, 6.2 and 6.3 will be conclusively deemed to have been satisfied, waived or released when the Certificate of Arrangement is issued by the Director. For greater certainty, and notwithstanding the terms of any escrow arrangement entered into between the Purchaser and the Depositary, any irrevocable direction for the issuance of Purchaser Shares held in escrow by the Depositary pursuant to Section 2.9 hereof shall be deemed to be released from escrow when the Certificate of Arrangement is issued.

ARTICLE 7
TERM AND TERMINATION

7.1 Term

This Agreement shall be effective from the date of this Agreement until the earlier of the Effective Date and the termination of this Agreement in accordance with its terms (except if any to the extent any provisions are specifically noted herein as surviving the termination of this Agreement).

7.2 Termination

(1) This Agreement may be terminated prior to the Effective Time by:

(a) the mutual written agreement of the Parties;

(b) either the Corporation or the Purchaser, if:

(i) **No Arrangement Resolution.** The Mettrum Shareholders do not pass the Arrangement Resolution at the Mettrum Meeting, *provided that* a Party may not terminate this Agreement pursuant to this Section 7.2(1)(b)(i) if the failure of the Arrangement Resolution to be passed by the Mettrum Shareholders at the Mettrum Meeting has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants under this Agreement;

(ii) **Illegality**. After the date of this Agreement, any Law is enacted, made, enforced or amended, as applicable, that makes the consummation of the Arrangement illegal or otherwise permanently prohibits or enjoins the Corporation or the Purchaser from consummating the Arrangement, and such Law has, if applicable, become final and non-appealable, _provided that_ a Party seeking to terminate this Agreement pursuant to this Section 7.2(1)(b)(ii) is not then in breach of this Agreement so as to directly or indirectly cause any condition in Section 6.2(b) (Representations and Warranties), Section 6.3(a) (Representations and Warranties), Section 6.2(c) (Performance of Covenants) or Section 6.3(b) (Performance of Covenants), as applicable, not to be satisfied; or

(iii) **Occurrence of Outside Date**. The Effective Time does not occur on or prior to February 28, 2017, or such later date as may be agreed to in writing by the Parties (the "**Outside Date**"), _provided that_ a Party may not terminate this Agreement pursuant to this Section 7.2(1)(b)(iii) if the failure of the Effective Time to occur on or prior to the Outside Date has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants under this Agreement;

(c) Subject to Section 4.9, the Corporation, if the Corporation is not otherwise in breach of and has not failed to comply with or perform, in any material respects, its representations and warranties, obligations or covenants in this Agreement:

(i) **Breach of Representation or Warranty or Failure to Perform Covenant**. A breach of any representation or warranty or failure to perform any covenant on the part of the Purchaser under this Agreement occurs that, directly or indirectly, would cause or result in any condition in Sections 6.1, 6.2(a) or 6.3 not to be satisfied;

(ii) **Change in Recommendation**. The Purchaser Board or any committee of the Purchaser Board fails to unanimously recommend or withdraws, amends, modifies or qualifies, publicly proposes or states its intention to do so, or fails to publicly reaffirm (without qualification) the Purchaser Board Recommendation within five Business Days (and in any case prior to the Purchaser Meeting) after having been requested in writing by the Corporation to do so (each a "**Purchaser Change in Recommendation**"), or the Purchaser Board or any committee of the Purchaser Board resolves or proposes to take any of the foregoing actions; or

(iii) **Superior Proposal**. Prior to the receipt of the Required Shareholder Approval, the Mettrum Board (or the Special Committee) authorizes the Corporation to enter into a written agreement (other than a confidentiality and standstill agreement as contemplated in Section 5.3) concerning a Superior Proposal, _provided that_ the Corporation is then in compliance with Article 5 and that prior to or concurrent with such termination the Corporation pays the Termination Fee in accordance with Section 8.2(3)(b);

(d) Subject to Section 4.9, the Purchaser, if the Purchaser is not otherwise in breach of and has not failed to comply with or perform, in any material respects, its representations and warranties, obligations or covenants in this Agreement:

(i) **Breach of Representation or Warranty or Failure to Perform Covenant.** A breach of any representation or warranty or failure to perform any covenant on the part of the Corporation under this Agreement occurs that, directly or indirectly, would cause or result in any condition in Sections 6.1 or 6.2 not to be satisfied; or

(ii) **Change in Recommendation or Superior Proposal.** Other than as contemplated in Section 5.4(7)(a) in respect of a Material Adverse Effect with respect to the Purchaser, prior to the receipt of the Required Shareholder Approval, (i) the Mettrum Board or the Special Committee fails to recommend, withdraws, amends, modifies or qualifies in a manner that has substantially the same effect, or fails to publicly reaffirm within five Business Days after having been requested in writing to do so by the Purchaser, acting reasonably, the approval or recommendation of the Arrangement or the Arrangement Resolution (a "**Mettrum Change in Recommendation**") (it being understood that publicly taking no position or a neutral position with respect to an Acquisition Proposal for a period of no more than 10 Business Days after the announcement thereof shall not be considered a Mettrum Change in Recommendation), (ii) the Mettrum Board or the Special Committee approves, recommends or authorizes the Corporation to enter into a written agreement (other than a confidentiality and standstill agreement as contemplated in Section 5.3) concerning a Superior Proposal, or the Corporation breaches Section 5.1(1) in any material respect.

(2) Without limiting Section 4.9, the Party desiring to terminate this Agreement pursuant to this Section 7.2 (other than Section 7.2(1)(a)) shall give notice of such termination to the other Party, specifying in reasonable detail the basis for such Party's exercise of its termination right.

7.3 Effect of Termination/Survival

(1) If this Agreement is terminated pursuant to Section 7.2, this Agreement shall become void and of no further force or effect without liability of any Party (or any shareholder or Representative of such Party) to any other Party to this Agreement, except that: (a) if the Arrangement is completed, Section 4.10 shall survive for a period of six (6) years following such termination; and (b) in the event of termination under Section 7.2, this Section 7.3, Section 8.2 through to and including Section 8.15, and the provisions of the Confidentiality Agreement shall survive, provided that no Party shall be relieved of any liability for any willful and material breach by it of this Agreement.

(2) As used in this Agreement, "willful and material breach" means a material breach that is a consequence of an act undertaken by the breaching party with the actual knowledge that the taking of such act would, or would be reasonably expected to, cause a breach of this Agreement.

(3) Upon any termination of this Agreement under circumstances where a Party (A) is entitled to a Termination Fee and such Termination Fee is paid in full, in each case pursuant to Section 8.2, or (B) is entitled to an expense reimbursement and such expense reimbursement is paid in full, in each case as contemplated in Section 8.3, then, in each case, such Party shall be precluded from any other remedy against the other Party at Law or in equity or otherwise (including an order for specific performance), and shall not seek to obtain any recovery, judgment, or damages of any kind, including consequential, indirect, or punitive damages, against the other Party, its affiliates, its Subsidiaries or any of their respective directors, officers, employees, partners, managers, members, shareholders or Affiliates or their respective Representatives in connection with this Agreement or the transactions contemplated hereby.

ARTICLE 8
GENERAL PROVISIONS

8.1 Amendments to this Agreement or the Plan of Arrangement

This Agreement and the Plan of Arrangement may, at any time and from time to time before or after the holding of the Meeting but not later than the Effective Time, be amended or varied by mutual written agreement of the Parties, and any such amendment or variation may, subject to the Interim Order, the Final Order and applicable Law, without limitation:

(a) change the time for performance of any of the obligations or acts of the Parties;

(b) waive any inaccuracy or modify any representation or warranty contained in this Agreement or in any document delivered pursuant to this Agreement;

(c) waive compliance with or modify any of the covenants contained in this Agreement and waive or modify performance of any of the obligations of the Parties; and

(d) waive compliance with or modify any mutual conditions contained in this Agreement;

provided that such amendment or variation does not (i) invalidate any required approval of the Arrangement Resolution or the Arrangement, or (ii) after the holding of the Meeting, result in an adverse change in the form, substance, timing of receipt, value or Tax treatment of Consideration payable to Mettrum Shareholders pursuant to the Arrangement.

8.2 Termination Fee

(1) Despite any other provision in this Agreement relating to the payment of fees and expenses, including the payment of brokerage fees, if a Termination Fee Event occurs, the Parties shall pay to each other, as the case may be, the Termination Fee in accordance with Section 8.2(3).

(2) For the purposes of this Agreement, "**Termination Fee**" means $10.0 million and "**Termination Fee Event**" means each of the following:

(a) termination of this Agreement by the Corporation pursuant to Section 7.2(1)(c)(i) (*Breach of Representation or Warranty or Failure to Perform Covenant*) but solely due to an intentional and wilful material breach or fraud on the part of the Purchaser, *provided that* the Corporation is not in breach of and has not failed to comply with or perform, in any material respects, its representations and warranties, obligations or covenants in this Agreement so as to directly or indirectly cause or result in (A) any condition in any of Sections 6.1 or 6.2 not to be satisfied or (B) such termination

(b) termination of this Agreement by the Corporation pursuant to Section 7.2(1)(c)(ii) (*Change in Recommendation*);

(c) termination of this Agreement by the Corporation pursuant to Section 7.2(1)(c)(iii) (*Superior Proposal*);

(d) termination of this Agreement by the Purchaser pursuant to (A) Section 7.2(1)(d)(ii) (*Change in Recommendation or Superior Proposal*), (B) Section 7.2(1)(b)(i) (*No Arrangement Resolution*) or (C) Section 7.2(1)(d)(i) (*Breach of Representation or Warranty or Failure to Perform Covenant*) but solely due to an intentional and wilful material breach or fraud on the part of the Corporation, *provided that*, in each case, the Purchaser is not in breach of and has not failed to comply with or perform, in any material respects, its representations and warranties, obligations or covenants in this Agreement so as to directly or indirectly cause or result in (A) any condition in any of Sections 6.1, 6.2(a) or 6.3 not to be satisfied or (B) such termination, *provided further that*, termination of this Agreement by the Purchaser pursuant to Section 7.2(1)(b)(i) (*No Arrangement Resolution*) shall not be a Termination Fee Event, and no Termination Fee shall be owing or payable, if (X) the Corporation and the Mettrum Board have used commercially reasonable efforts to obtain a vote and (Y) there has been no Mettrum Change in Recommendation.

(e) notwithstanding that the conditions in Sections 6.1 and 6.2 have been met (unless any such conditions have not been met as a result of the Purchaser's breach of, or the Purchaser's failure to comply with or perform, in any material respects, its representations and warranties, obligations or covenants in this Agreement) the Effective Time has not occurred on or prior to the Outside Date for any reason; and

(f) notwithstanding that the conditions in Sections 6.1 and 6.3 have been met (unless any such conditions have not been met as a result of the Corporation's breach of, or the Corporation's failure to comply with or perform, in any material respects, its representations and warranties, obligations or covenants in this Agreement) the Effective Time has not occurred on or prior to the Outside Date for any reason.

(3) The Termination Fee shall be paid as follows:

(a) by the Purchaser to the Corporation for termination pursuant to Section 8.2(2)(a) or Section 8.2(2)(b), in each case no later than the end of the next Business Day from the occurrence of such Termination Fee Event;

(b) by the Purchaser to the Corporation for a Termination Fee Event pursuant to Section 8.2(2)(e) no later than the end of the next Business Day after the Outside Date;

(c) by the Corporation to the Purchaser for termination pursuant to Section 8.2(2)(c), Section 8.2(2)(d)(A), Section 8.2(2)(d)(B) or Section 8.2(2)(d)(C), in each case no later than the end of the next Business Day from the occurrence of such Termination Fee Event; and

(d) by the Corporation to the Purchaser for a Termination Fee Event pursuant to Section 8.2(2)(f) no later than the end of the next Business Day after the Outside Date.

8.3 Expenses

Except as otherwise expressly provided in this Agreement, the Parties agree that all out-of-pocket expenses of the Parties relating to this Agreement or the transactions contemplated hereby, including legal fees, accounting fees, financial advisory fees, regulatory filing fees, stock exchange fees, all disbursements of advisors and printing and mailing costs, shall be paid by the Party incurring such expenses. For greater certainty, nothing in this Agreement will prevent or limit the Corporation from paying the reasonable fees and disbursements (plus applicable Taxes, if any) of its legal, accounting and financial advisors which are incurred by the Corporation in connection with the transactions contemplated hereby. Notwithstanding the foregoing, in the event this Agreement is terminated by a Party due to the other Party's breach of representation or warranty or failure to perform covenants (pursuant to Section 7.2(1)(c)(i) and 7.2(1)(d)(i), respectively) <u>and</u> the Termination Fee is not otherwise payable (either at the time of the termination or thereafter), then upon such termination, the other Party shall pay to the terminating Party within two (2) Business Days of such termination an expense reimbursement fee of $750,000.00.

8.4 Acknowledgement

Each Party acknowledges that the agreements contained in Sections 8.2 and 8.3 are an integral part of the transactions contemplated by this Agreement, and that without these agreements the other Party would not enter into this Agreement, and that the amounts set out in Sections 8.2 and 8.3 represent liquidated damages which are a genuine pre-estimate of the damages, including opportunity costs, which either Party will suffer or incur as a result of the event giving rise to such damages and resultant termination of this Agreement, and is not a penalty in any case. Each Party irrevocably waives any right it may have to raise as a defence that any such liquidated damages are excessive or punitive. In the event the amounts set out in Sections 8.2 and 8.3 are paid to the applicable Party (or as it directs), no other amounts will be due and payable as damages or otherwise by the Party making such payments, and the Party to whom such payments are made hereby accepts that such payments are the maximum aggregate amount that the Party making such payments shall be required to pay in lieu of any damages or any other payments or remedy which the Party to whom such payments are made may be entitled to in connection with this Agreement or the transactions contemplated by this Agreement.

8.5 Notices

Any notice, consent, direction or other communication given regarding the matters contemplated by this Agreement (each a "**Notice**") must be in writing, sent by personal delivery, courier or electronic mail and addressed:

(a) to the Purchaser at:

Canopy Growth Corporation
1 Hershey Drive,
Smiths Falls, Ontario K7A 0A8

Attention: Bruce Linton, Chair and Chief Executive Officer
Email: bruce@tweed.com

with a copy (which shall not constitute notice) to:

LaBarge Weinstein LLP
515 Legget Drive, Suite 800
Ottawa, Ontario K2K 3G4

Attention: Debbie Weinstein
Email: dw@lwlaw.com

(b) to the Corporation at:

Mettrum Health Corp.
314 Bennett Road
Bowmanville, Ontario L1C 3K5

Attention: Michael Haines, Chief Executive Officer
Email: mhaines@mettrum.com

with a copy (which shall not constitute notice) to:

Goodmans LLP
33 Bay St #3400
Toronto, Ontario M5H 2S7

Attention: Victor Liu
Facsimile: (416) 979-1234
Email: vliu@goodmans.ca

A Notice is deemed to be given and received (i) if sent by personal delivery, same day courier or electronic mail, on the date of delivery if it is a Business Day and the delivery was made prior to 4:30 p.m. (local time in place of receipt) and otherwise on the next Business Day, (ii) if sent by overnight courier, on the next Business Day. A Party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the Party at its changed address. Any element of a Party's address that is not specifically changed in a Notice will be deemed not to be changed. Sending a copy of a Notice to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice to that Party. The failure to send a copy of a Notice to legal counsel does not invalidate delivery of that Notice to a Party.

8.6 Time of the Essence

Time is of the essence in this Agreement.

8.7 Third Party Beneficiaries

(1) Except as provided in Sections and which, without limiting its terms, is intended as a stipulation for the benefit of the third Persons mentioned in such provisions (such third Persons referred to in this Section as the "**Indemnified Persons**") and except for the rights of the Mettrum Shareholders to receive the Consideration following the Effective Time pursuant to the Arrangement (for which purpose the Corporation hereby confirms that it is acting as agent on behalf of the Mettrum Shareholders), the Parties intend that this Agreement will not benefit or create any right or cause of action in favour of any Person, other than the Parties and that no Person, other than the Parties, shall be entitled to rely on the provisions of this Agreement in any Action.

(2) Despite the foregoing, the Purchaser acknowledges to each of the Indemnified Persons their direct rights against it under Sections and of this Agreement, which are intended for the benefit of, and shall be enforceable by, each Indemnified Person, his heirs and his legal representatives, and for such purpose, the Corporation confirms that it is acting as trustee on their behalf, and agrees to enforce such provisions on their behalf. The Parties reserve their right to vary or rescind the rights at any time and in any way whatsoever, if any, granted by or under this Agreement to any Person who is not a Party, without notice to or consent of that Person, including any Indemnified Person.

8.8 Waiver

No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the Party to be bound by the waiver. A Party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a Party from any other or further exercise of that right or the exercise of any other right.

8.9 Entire Agreement

This Agreement, together with the Confidentiality Agreement, constitutes the entire agreement between the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. The Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

8.10 Successors and Assigns

(1) This Agreement becomes effective only when executed by the Corporation and the Purchaser. After that time, it will be binding upon and enure to the benefit of the Corporation, the Purchaser and their respective successors and permitted assigns.

(2) Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by any Party without the prior written consent of the other Party, except that the Purchaser may assign all or any portion of its rights and obligations under this Agreement to any of its direct or indirect wholly-owned Subsidiaries but no such assignment shall relieve the Purchaser of its obligations hereunder.

8.11 Severability

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by any Court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

8.12 Governing Law

This Agreement will be governed by, interpreted and enforced in accordance with the Laws of the Province of Ontario and the federal Laws of Canada applicable therein. Each Party irrevocably attorns and submits to the exclusive jurisdiction of the Ontario Courts situated in the City of Ottawa and waives objection to the venue of any proceeding in such Court or that such Court provides an inconvenient forum.

8.13 Rules of Construction

The Parties to this Agreement waive the application of any Law or rule of construction providing that ambiguities in any agreement or other document shall be construed against the party drafting such agreement or other document.

8.14 No Liability

No director or officer of the Purchaser shall have any personal liability whatsoever to the Corporation under this Agreement or any other document delivered in connection with the transactions contemplated hereby on behalf of the Purchaser. No director or officer of the Corporation or any of its Subsidiaries shall have any personal liability whatsoever to the Purchaser under this Agreement or any other document delivered in connection with the transactions contemplated hereby on behalf of the Corporation or any of its Subsidiaries.

8.15 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by facsimile or electronic mail) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

CANOPY GROWTH CORPORATION

By: *"Bruce Linton"*
Name: Bruce Linton
Title: Chief Executive Officer

METTRUM HEALTH CORP.

By: *"Michael Haines"*
Name: Michael Haines
Title: Chief Executive Officer

SCHEDULE A
PLAN OF ARRANGEMENT

UNDER SECTION 182 OF THE *BUSINESS CORPORATIONS ACT* (ONTARIO)

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Plan of Arrangement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

(a) "**Arrangement**" means an arrangement under Section 182 of the OBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations thereto made in accordance with Section 8.1 of the Arrangement Agreement or this Plan of Arrangement or made at the direction of the Court in the Final Order with the consent of the Corporation and the Purchaser, each acting reasonably.

(b) "**Arrangement Agreement**" means the arrangement agreement dated November 30, 2016, between the Purchaser and the Corporation and any amendment thereto made in accordance with such Arrangement Agreement.

(c) "**Arrangement Resolution**" means the special resolution approving this Plan of Arrangement to be considered at the Mettrum Meeting.

(d) "**Articles of Arrangement**" means the articles of arrangement of the Corporation in respect of the Arrangement, required by the OBCA to be sent to the Director after the Final Order is made, which shall include the Plan of Arrangement and otherwise be in a form and content satisfactory to the Corporation and the Purchaser, each acting reasonably.

(e) "**Award**" means, with respect to any Person, any judgment, decree, injunction, ruling, award or order of any Governmental Entity.

(f) "**Business Day**" means any day of the year, other than a Saturday, Sunday or any day on which major banks are closed for business in Toronto or Ottawa, Ontario.

(g) "**Certificate of Arrangement**" means the certificate of arrangement to be issued by the Director pursuant to subsection 183(2) of the OBCA in respect of the Articles of Arrangement.

(h) "**Corporation**" means Mettrum Health Corp., a corporation existing under the OBCA.

(i) "**Court**" means the Ontario Superior Court of Justice (Commercial List), or other court as applicable or as agreed to by the Parties.

(j) “**Depositary**” means Computershare Investor Services Inc. or such other Person as the Purchaser may appoint to act as depositary for the Shares in relation to the Arrangement, with the approval of the Corporation, acting reasonably.

(k) “**Director**” means the Director appointed pursuant to Section 278 of the OBCA.

“**Dissenting Shareholder**” means a registered Shareholder who has duly exercised its Dissent Rights and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights, and whose Dissent Rights remain valid immediately prior to the Effective Time.

(l) “**Dissent Rights**” has the meaning specified in Section 5.1(a).

(m) “**Effective Date**” means the date shown on the Certificate of Arrangement giving effect to the Arrangement.

(n) “**Effective Time**” means 12:01 a.m. (Toronto time) on the Effective Date, or such other time as the Parties agree to in writing before the Effective Date.

(o) “**Exchange Ratio**” means 0.7132 Purchaser Shares.

(p) “**Final Order**” means the final order of the Court approving the Arrangement, as it may be amended by the Court with the consent of both the Corporation and the Purchaser, each acting reasonably, at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to both the Corporation and the Purchaser, each acting reasonably) on appeal.

(q) “**Governmental Entity**” means (i) any international, multinational, national, federal, provincial, state, municipal, local or other governmental or public department, central bank, court, arbitral body, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) any stock exchange or Securities Authorities.

(r) “**Interim Order**” means the order of the Court providing for, among other things, the calling and holding of the Mettrum Meeting, as it may be amended by the Court with the consent of the Corporation and the Purchaser, each acting reasonably.

(s) “**Law**” means, with respect to any Person, any domestic or foreign national, federal, provincial, state, municipal or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, statute, by-laws, statutory rule, Award or other similar requirement enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person, or its business, assets or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended.

(t) “**Lien**” means any mortgage, charge, pledge, hypothec, security interest, assignment by way of security, lien (statutory or otherwise), easement, title retention agreement or arrangement, conditional sale, deemed or statutory trust, restrictive covenant or other encumbrance of any nature which secures payment or performance of an obligation and any option, right or privilege.

(u) “**Mettrum Meeting**” means the special meeting of the Shareholders, including any adjournment or postponement of such special meeting in accordance with the terms of the Arrangement Agreement, to be called and held in accordance with the Interim Order to consider, the Arrangement Resolution, among other matters.

(v) “**OBCA**” means the *Business Corporations Act* (Ontario).

(w) “**Options**” means the options to purchase Shares pursuant to the Stock Option Plan.

(x) “**Optionholders**” means the holders of outstanding Options.

(y) “**Parties**” means the Corporation and the Purchaser.

(z) “**Person**” includes any individual, partnership, association, body corporate, organization, trust, estate, trustee, executor, administrator, legal representative, government (including any Governmental Entity), syndicate or other entity, whether or not having legal status.

(aa) “**Plan of Arrangement**” means this plan of arrangement proposed under Section 182 of the OBCA, and any amendments or variations made in accordance its terms, the terms of the Arrangement Agreement or made at the direction of the Court in the Final Order with the prior written consent of the Corporation and the Purchaser, each acting reasonably.

(bb) “**Purchaser**” means Canopy Growth Corporation, a corporation existing under the *Canada Business Corporations Act*.

(cc) “**Purchaser Share**” means a common share in the capital of the Purchaser.

(dd) “**Replacement Option**” shall have the meaning ascribed thereto in Section 3.1(c);

(ee) “**Securities Authorities**” means the Ontario Securities Commission and any other applicable securities commission or securities regulatory authority of a province of Canada and, in the case of Purchaser, also includes the United States Securities and Exchange Commission.

(ff) “**Share Consideration**” means 0.7132 Purchaser Shares issued from treasury for each Share.

(gg) “**Shareholders**” means the registered holders or beneficial owners of the Shares immediately prior to the Effective Time.

(hh) "**Shares**" means the common shares in the capital of Corporation.

(ii) "**Securities**" means the Shares and the Options.

(jj) "**Securityholders**" means the Shareholders and the Optionholders

(kk) "**Stock Option Plan**" means the Corporation's employee stock option plan dated August 25, 2016 and any amendments thereto and restatements thereof and any predecessor option plans or Contracts pursuant to which options to purchase Shares were granted and are outstanding.

(ll) "**Subsidiary**" has the meaning specified in Section 1.1 of National Instrument 45-106 - Prospectus Exemptions.

(mm) "**Tax Act**" means the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supplement), as amended.

(nn) "**Transaction Document**" means each of the Arrangement Agreement and each other agreement, certificate or other document required pursuant to the Arrangement Agreement to be executed and delivered on Closing.

1.2 Currency

All references to dollars, or to $, are expressed in Canadian currency except as otherwise indicated.

1.3 Gender and Number

Any reference to gender includes all genders. Words importing the singular number only shall include the plural and *vice versa*.

1.4 Certain Phrases, etc.

The words (i) "including", "includes" and "include" mean "including (or includes or include) without limitation", (ii) "the aggregate of", "the total of", "the sum of", or a phrase of similar meaning means "the aggregate (or total or sum), without duplication, of," and (iii) "Article" and "Section" followed by a number mean and refer to the specified Article or Section of this Plan of Arrangement.

1.5 References to Persons

Any reference to a Person includes its heirs, administrators, executors, legal personal representatives, successors and permitted assigns.

1.6 Statutes

Any reference to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended or re-enacted, unless stated otherwise.

1.7 Non-Business Days

A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. on the last day of the period, if the last day of the period is a Business Day, or at 4:30 p.m. on the next Business Day if the last day of the period is not a Business Day.

1.8 Time References

(a) References to time are to local time, Toronto, Ontario, unless otherwise specified.

(b) Time shall be of the essence in this Plan of Arrangement.

ARTICLE 2
BINDING EFFECT

2.1 Arrangement Agreement

This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement.

2.2 Binding Effect

Upon the filing of the Articles of Arrangement and the issuance of the Certificate of Arrangement, this Plan of Arrangement and the Arrangement shall become effective, and be binding on Purchaser, Corporation, Shareholders (including Dissenting Shareholders) and Optionholders at and after, the Effective Time, without any further act or formality required on the part of any Person, except as expressly provided herein.

ARTICLE 3– ARRANGEMENT

3.1 Arrangement

Pursuant to the Arrangement, commencing at the Effective Time, the following transactions and events shall occur and shall be deemed to occur on the Effective Date in the following order without any further authorization, act or formality:

(a) All Shares held by Dissenting Shareholders shall be deemed to have been transferred (free and clear of all Liens) to the Purchaser in accordance with Article 5, and:

   (i) each such Dissenting Shareholders shall cease to be the holders of such Shares and to have any rights as Shareholders other than the right to be paid the fair value for such Shares as set out in Section 5.1;

   (ii) the name of each such Dissenting Shareholder shall be removed as a Shareholder from the register of Shareholders maintained by or on behalf of the Corporation; and

(iii) the Purchaser shall be deemed to be the transferee of such Shares (free and clear of any Liens) and shall be entered in the register of Shareholders maintained by or on behalf of the Corporation.

(b) Subject to Section 4.1, each outstanding Share (other than those held by Dissenting Shareholders) shall be transferred (free and clear of all Liens) to the Purchaser in consideration for the Share Consideration, and:

(i) each Shareholder shall cease to be a Shareholder, and the name of each such Shareholder shall be removed from the register of Shareholders maintained by or on behalf of the Corporation;

(ii) the Purchaser shall be added to the register of Shareholders maintained by or on behalf of the Corporation; and

(iii) the Purchaser shall pay and deliver to each Shareholder the Share Consideration payable and deliverable to such Shareholder pursuant to Section (b), and the name of such Shareholder shall be added to the register of holders of Purchaser Shares maintained by or on behalf of the Purchaser.

(c) Each Option which is outstanding and which has not been duly exercised prior to the Effective Time, shall be, without further action on the part of any holder of an Option, be exchanged for an equivalent option (each, a "**Replacement Option**") to purchase from Purchaser the number of Purchaser Shares (rounded down to the nearest whole share) equal to: (i) the Exchange Ratio multiplied by (ii) the number of Shares subject to such Option immediately prior to the Effective Time. Such Replacement Option shall provide for an exercise price per Purchaser Share (rounded up to the nearest whole cent) equal to: (x) the exercise price per Share otherwise purchasable pursuant to such Replacement Option; divided by (y) the Exchange Ratio. Subject to Section 3.1(d), all terms and conditions of a Replacement Option, including the term to expiry, vesting schedule, conditions to and manner of exercising, will be the same as the Option for which it was exchanged, and shall be governed by the terms of the Purchaser Stock Option Plan, except that the term to expiry of any Replacement Options shall not be affected by a holder of Replacement Options not becoming, or ceasing to be, an employee, officer or director of the Corporation or the Purchaser, as the case may be. Notwithstanding the foregoing, if required, the exercise price of each Replacement Option will be increased such that (i) the excess (if any) of the aggregate fair market value of the Purchaser Shares underlying a holder's Replacement Option immediately following the exchange over (ii) the aggregate exercise price of such Replacement Option otherwise determined does not exceed (iii) the excess (if any) of the aggregate fair market value of the Shares underlying the holder's corresponding Option immediately before the exchange over (iv) the aggregate exercise price of such Option.

(d) The Replacement Options to be granted in exchange for the Options held by (A) each of the directors of the Corporation, (B) each of the Chief Executive Officer, the Chief Financial Officer, the Chief Legal Officer and the President of Mettrum Health Corp. and (C) the President of Mettrum Hempworks Inc. (a wholly owned subsidiary of the Corporation), shall be granted as fully-vested options to acquire Purchaser Shares.

ARTICLE 4
ARRANGEMENT MECHANICS, PAYMENTS AND CERTIFICATES

4.1 No Fractional Purchaser Shares

In no event shall a Shareholder be entitled to a fractional Purchaser Share. Where the aggregate number of Purchaser Shares to be issued to a Shareholder pursuant to Section 3.1 would result in a fraction of a Purchaser Share being issuable, the number of Purchaser Shares to be received by such Shareholder shall be rounded to the nearest whole Purchaser Share without any additional compensation or cost.

4.2 Payment and Delivery of Purchaser Shares

(a) At or before the Effective Time, Purchaser shall deposit or cause to be deposited with the Depositary for the benefit of and to be held on behalf of the Shareholders entitled to receive Purchaser Shares pursuant to Section 3.1(b), certificates representing, or other evidence regarding the issuance of, the Share Consideration;

(b) Upon the surrender to the Depositary of a certificate which immediately prior to the Effective Time represented any outstanding Shares together with such additional documents and instruments as the Depositary may reasonably require, the Depositary shall deliver to the applicable Shareholder, as soon as practicable and in accordance with Section 3.1 the certificate(s) representing, or other evidence of, the Purchaser Shares that such Shareholder is entitled to receive under the Arrangement.

(c) Until surrendered as contemplated by this Section 4.2, each certificate that immediately prior to the Effective Time represented outstanding Shares shall be deemed, immediately after the completion of the transactions contemplated in Section 3.1(b), to represent only the right to receive upon such surrender, the Share Consideration for the Shares represented by such certificate, as contemplated in Section 3.1(b). Any such certificate formerly representing outstanding Shares not duly surrendered on or before the sixth anniversary of the Effective Date shall cease to represent a claim by or interest of any former Shareholder of any kind or nature against or in Purchaser or Corporation.

(d) No Securityholder shall be entitled to receive any consideration with respect to any Securities other than the consideration to which such Securityholder is entitled to receive in accordance with Section 3.1, and, no such Securityholder shall be entitled to receive any interest, dividends, premium or other payment in connection therewith.

4.3 Lost Certificates

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Securities that were transferred or assumed pursuant to Section 3.1 shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, the Depositary will pay and deliver, in exchange for such lost, stolen or destroyed certificate, the Share Consideration that such Securityholder is entitled to receive pursuant to Section 3.1, net of amounts required to be withheld pursuant to Section 4.4. When authorizing such payment and delivery in exchange for any lost, stolen or destroyed certificate, the Person to whom the payment is made shall, as a condition precedent to the delivery thereof, give a bond satisfactory to the Corporation, the Purchaser and the Depositary in such sum as the Purchaser may direct or otherwise indemnify the Purchaser in a manner satisfactory to the Purchaser against any claim that may be made against the Purchaser with respect to the certificate alleged to have been lost, stolen or destroyed.

4.4 Withholding Rights

Each of the Purchaser and the Corporation shall be entitled to deduct and withhold from any payment to any Person under this Plan of Arrangement (including, without limitation, any amounts payable pursuant to Section 5.1) or any Transaction Document such amounts as it is required to deduct and withhold with respect to the making of such payment or any other tax withholding obligation with respect to the Arrangement under the Tax Act or any other provision of applicable tax Law. To the extent that amounts are so withheld or deducted by the Purchaser or the Corporation, as the case may be, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to such Person in respect of which such deduction and withholding was made by the Purchaser or the Corporation, as the case may be. The Purchaser or the Corporation, as the case may be, shall pay over to the appropriate Governmental Entity amounts withheld under this Section 4.4 in the time required by law.

ARTICLE 5
RIGHTS OF DISSENT

5.1 Rights of Dissent

Shareholders may exercise dissent rights with respect to the Shares held by such holders ("**Dissent Rights**") in connection with the Arrangement pursuant to and in the manner set forth in Section 185 of the OBCA, as modified by the Interim Order and this Section 5.1; provided that, notwithstanding subsection 185(6) of the OBCA, the written objection to the Arrangement Resolution referred to in subsection 185(6) of the OBCA must be received by the Corporation not later than 5:00 p.m. two Business Days immediately preceding the date of the Mettrum Meeting (as it may be adjourned or postponed from time to time). Dissenting Holders who duly exercise their Dissent Rights shall be deemed to have transferred the Shares, held by them and in respect of which Dissent Rights have been validly exercised, to the Purchaser free and clear of all Liens, as provided in Section 3.1(a) and if they:

(a) ultimately are entitled to be paid fair value for such Shares: (i) shall be deemed not to have participated in the transactions in Article 3; (ii) will be entitled to be paid the fair value of such Shares, which fair value, notwithstanding anything to the contrary contained in Part XIV of the OBCA, shall be determined as of the close of business on the day before the Arrangement Resolution was adopted; and (iii) will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such Shares; or

(b) ultimately are not entitled, for any reason, to be paid fair value for such Shares, shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting holder of Shares.

5.2 Recognition of Dissenting Holders

(a) In no circumstances shall the Purchaser, the Corporation or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is the registered holder of those Shares in respect of which such rights are sought to be exercised.

(b) For greater certainty, in no case shall the Purchaser, the Corporation or any other Person be required to recognize Dissenting Holders as holders of Shares in respect of which Dissent Rights have been validly exercised after the completion of the transfer under Section 3.1(a), and the names of such Dissenting Holders shall be removed from the registers of holders of the Shares in respect of which Dissent Rights have been validly exercised at the same time as the event described in Section 3.1(a) occurs. In addition to any other restrictions under Section 185 of the OBCA, none of the following shall be entitled to exercise Dissent Rights: (i) holders of Options; and (ii) Shareholders who vote or have instructed a proxyholder to vote such Shares in favour of the Arrangement Resolution (but only in respect of such Shares).

ARTICLE 6
AMENDMENTS

6.1 Amendments to Plan of Arrangement

(a) The Corporation and the Purchaser may amend, modify or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification or supplement must be (i) set out in writing, (ii) except in the case of an amendment, modification or supplement contemplated by Section 6.1(b), approved by the Purchaser (in the case of an amendment, modification or supplement by the Corporation) or the Corporation (in the case of an amendment, modification or supplement by the Purchaser), (iii) filed with the Court and, if made following the Mettrum Meeting, approved by the Court and communicated to holders of Shares and Options if and as required by the Court.

(b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Corporation at any time prior to the Mettrum Meeting (provided that the Purchaser shall have consented thereto) with or without any other prior notice or communication, and if so proposed and approved by the Persons voting at the Mettrum Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

(c) Any amendment, modification or supplement to this Plan of Arrangement that is approved by the Court following the Mettrum Meeting shall be effective only if (i) it is consented to by each of the Corporation and the Purchaser, and (ii) if required by the Court, it is approved by holders of the Shares and the Options voting in the manner directed by the Court.

(d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date by the Purchaser or the Corporation, provided that it solely concerns a matter which, in the reasonable opinion of the Purchaser and the Corporation, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse in any way to the financial or economic interests of any Shareholders or Optionholders.

ARTICLE 7
FURTHER ASSURANCES

7.1 Further Assurances

Notwithstanding that the transactions and events set out herein shall occur and be deemed to occur in the order set out in this Plan of Arrangement and shall become effective without any further act or formality, each of the Parties shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order further to document or evidence any of the transactions or events set out herein.

SCHEDULE B
ARRANGEMENT RESOLUTION

BE IT RESOLVED THAT:

(1) The arrangement (the "**Arrangement**") under Section 182 of the Business Corporations Act (Ontario) (the "**OBCA**") of Mettrum Health Corp. (the "**Corporation**"), as more particularly described and set forth in the management proxy circular (the "**Circular**") dated **[●]**, 2016 of the Corporation accompanying the notice of this meeting and as it may be amended, modified or supplemented in accordance with the arrangement agreement dated November 30, 2016 between the Corporation and Canopy Growth Corporation (as it may from time to time be amended, modified or supplemented, the "**Arrangement Agreement**"), is hereby authorized, approved and adopted.

(2) The plan of arrangement of the Corporation (the "**Plan of Arrangement**"), as it may be amended, modified or supplemented in accordance with its terms and the Arrangement Agreement, the full text of which is set out in Appendix "**[●]**" to the Circular, is hereby authorized, approved and adopted.

(3) The (i) Arrangement Agreement and all related transactions contemplated therein, (ii) actions of the directors of the Corporation in approving the Arrangement Agreement, and (iii) actions of the directors and officers of the Corporation in executing and delivering the Arrangement Agreement, and any amendments, modifications or supplements thereto, are hereby ratified and approved.

(4) The Corporation is hereby authorized to apply for a final order from the Ontario Superior Court of Justice, or other court as applicable to approve the Arrangement on the terms set forth in the Arrangement Agreement and the Plan of Arrangement.

(5) Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the shareholders of the Corporation or that the Arrangement has been approved by the Ontario Superior Court of Justice, or other court as applicable, the directors of the Corporation are hereby authorized and empowered to, without notice to or approval of the shareholders of the Corporation, (i) amend, modify or supplement the Arrangement Agreement or the Plan of Arrangement to the extent permitted thereby and (ii) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement and related transactions.

(6) Any officer or director of the Corporation is hereby authorized and directed for and on behalf of the Corporation to execute and deliver for filing with the Director under the OBCA articles of arrangement and such other documents as may be necessary or desirable to give effect to the Arrangement in accordance with the Arrangement Agreement, such determination to be conclusively evidenced by the execution and delivery of such articles of arrangement and any such other documents.

(7) Any officer or director of the Corporation is hereby authorized and directed for and on behalf of the Corporation to execute or cause to be executed and to deliver or cause to be delivered all such other documents and instruments and to perform or cause to be performed all such other acts and things as such person determines may be necessary or desirable to give full effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document or instrument or the doing of any such act or thing.

SCHEDULE C
PURCHASER ARRANGEMENT RESOLUTION

BE IT RESOLVED THAT:

(1) the issuance of such number of common shares of Canopy Growth Corporation ("**Purchaser**") as may be required to be issued pursuant to the terms of the arrangement (as the arrangement may be, or may have been, modified or amended in accordance with its terms) (the "**Arrangement**") under Section 182 of the *Business Corporations Act* (Ontario) involving Purchaser and Mettrum Health Corp. (the "**Corporation**"), as set forth in the arrangement agreement (the "**Arrangement Agreement**") between the Purchaser and the Corporation dated November 30, 2016 and all as more particularly described and set forth in the management information circular (the "**Circular**") of the Purchaser dated **[●]**, 2016, accompanying the notice of this meeting, is hereby authorized, approved and adopted;

(2) the reservation for issuance and issuance of such number of the Purchaser's common shares as may be required to be issued pursuant to the exercise of the replacement stock options to be issued by the Purchaser pursuant to the terms of the Arrangement, as more particularly described and set forth in the Circular, is hereby authorized and approved;

(3) notwithstanding that this resolution has been passed by the shareholders of the Purchaser, the board of directors of the Purchaser is hereby authorized and empowered, without further notice to, or approval of, the shareholders of the Purchaser: (a) to amend the terms of the Arrangement to the extent permitted by the Arrangement Agreement as it may deem appropriate in any manner, other than to increase the number of the Purchaser's common shares to be paid under the Arrangement; and (b) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement; and

(4) any one director or officer of the Purchaser is hereby authorized, for and on behalf and in the name of the Purchaser, to execute and deliver, whether under corporate seal of the Purchaser or otherwise, all such agreements, forms, waivers, notices, certificates, confirmations and other documents and instruments and to do or cause to be done all such other acts and things as in the opinion of such director or officer may be necessary or desirable for the purpose of giving effect to these resolutions, the Arrangement Agreement and the completion of the Arrangement in accordance with the terms thereof, such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.

SCHEDULE D
REPRESENTATIONS AND WARRANTIES OF THE CORPORATION

(a) Organization and Qualification

The Corporation is a corporation duly incorporated and validly existing under the Laws of Ontario and has the corporate power and authority to own its assets and conduct its business as now owned and conducted and no steps or proceedings have been taken by any Person, voluntary or otherwise, requiring or authorizing the dissolution or winding up of the Corporation. The Corporation is duly qualified, licensed or registered to conduct business and is in good standing in each jurisdiction in which its assets are located or it conducts business, and has all governmental licenses, authorizations, permits, consents and approvals required to own, lease and operate its properties and assets and to carry on its business as now conducted, except for those licenses, authorizations, permits, consents and approvals the absence of which do not have and would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect on the Corporation Group, taken as a whole. The corporate minute books of the Corporation and each of the Corporation's Subsidiaries made available to the Purchaser and its counsel are complete minute books in all material respects, reflecting all proceedings of the directors, the committees of directors and the securityholders thereof.

(b) Corporate Authorization

Subject to the (i) Arrangement Resolution being approved and adopted by the Mettrum Shareholders at the Meeting in accordance with the Interim Order, (ii) approval of the Circular by the Mettrum Board, (iii) filings with the Court in respect of the Arrangement, and (iv) filing of the Articles of Arrangement with the Director, the execution, delivery and performance by the Corporation of this Agreement and the consummation by the Corporation of the Arrangement are within the Corporation's corporate powers, have been duly authorized by all necessary corporate action on the part of the Mettrum Board and no other corporate proceedings on the part of the Corporation are necessary to authorize this Agreement or the Arrangement.

(c) No Conflict

The execution, delivery and performance by the Corporation of this Agreement and the consummation of the Arrangement do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition), violate, conflict with or result in a breach of:

(i) any of the articles, by-laws or other constating documents of the Corporation or the Corporation's Subsidiaries, or the terms of any joint venture agreement, distribution agreement, partnership agreement, cooperative agreement or shareholders agreement entered into by the Corporation Group with any other Person;

(ii) subject to the receipt of the consents set forth in the Corporation Disclosure Letter and the Regulatory Approvals, any Material Contract of the Corporation Group or any Mettrum License;

(iii) subject to the receipt of the Regulatory Approvals and except for compliance with applicable Securities Laws and stock exchange rules and policies, any statute, rule, regulation or Law applicable to the Corporation Group;

(iv) assuming compliance with the matters, or obtaining the approvals, referred to in clauses (c)(ii) and (c)(iii) above, contravene, conflict with or result in a violation or breach of any provision of any Law or any license, approval, consent or authorization issued by a Governmental Entity held by the Corporation and each of the Corporation's Subsidiaries,

(v) require any notice or consent or other action by any Person under, contravene, conflict with, violate, breach or constitute a default or an event that would constitute a default, under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which the Corporation or the Corporation's Subsidiaries is entitled under, create any liability or obligation of the Corporation the Corporation's Subsidiaries, or give rise to any rights of first refusal or trigger any change in control provisions or any restriction under, any provision of any Material Contract of the Corporation Group, or other instrument binding upon the Corporation, the Corporation's Subsidiaries or affecting any of their respective assets, except for the triggering of certain termination provisions in certain contracts with customers in the Ordinary Course, which, if triggered and subsequently terminated, would not have a Material Adverse Effect on the Corporation Group, taken as a whole; or

(vi) result in the creation or imposition of any Lien on any asset of the Corporation or the Corporation's Subsidiaries,

in the case of each of clauses (c)(ii) through (c)(vi), as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Corporation Group, taken as a whole.

(d) Execution and Binding Obligation

This Agreement has been duly executed and delivered by the Corporation, and constitutes a legal, valid and binding agreement enforceable against it in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization or other Laws of general application relating to or affecting the enforcement of creditors' rights generally, and (ii) the discretion that a Court may exercise in the granting of extraordinary remedies such as specific performance and injunction.

(e) Residence of the Corporation

The Corporation is not a non-resident of Canada within the meaning of the Tax Act.

(f) Third Party Consents

Except as disclosed in the Corporation Disclosure Letter or contemplated in this Agreement, no consent, waiver or approval from other parties to the Material Contracts of the Corporation Group is (i) required to be obtained by the Corporation in connection with this Agreement or the consummation by the Corporation of the Arrangement, or (ii) required in order to maintain the

Material Contracts of the Corporation Group in full force and effect immediately upon the consummation of the Arrangement.

(g) Authorized and Issued Capital

(i) The authorized capital of the Corporation consists of an unlimited number of Shares. As of the close of business on the date of this Agreement, 47,502,328 Shares were issued and outstanding.

(ii) There are no bonds, debentures or other evidences of indebtedness of the Corporation Group outstanding having the right to vote (or that are convertible or exercisable for securities having the right to vote) with Mettrum Shareholders on any matter.

(iii) Except for outstanding Options under the Stock Option Plan as disclosed in the Corporation Disclosure Letter, there are no options, warrants, conversion privileges or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) of any kind that obligate the Corporation to issue or sell any shares of capital stock or other securities of the Corporation or any of its Subsidiaries or any securities or obligations convertible or exchangeable into or exercisable for, or giving any Person a right to subscribe for or acquire, any securities of the Corporation or any of its Subsidiaries.

(iv) All outstanding Shares have been duly authorized and validly issued as fully paid and non-assessable, and all Shares issuable upon the exercise of rights under the Options and warrants in accordance with their respective terms have been duly authorized and, upon issuance, will be validly issued as fully paid and non-assessable.

(v) All outstanding securities of the Corporation have been issued in material compliance with all applicable Laws, including Securities Laws.

(vi) The Corporation Disclosure Letter sets forth with respect to each Option and warrant outstanding as of the date of this Agreement: (i) the number of the Corporation's Shares issuable therefor; (ii) the purchase price payable therefor upon the exercise of each such Option or Warrant, as applicable; (iii) the date on which such Option was granted or warrant issued; (iv) the name of the registered holder and whether such Option or Warrant, as applicable is held by a Person who is not an employee of the Corporation; (v) other than as provided in this Agreement, the extent to which such Option is vested and exercisable as of the date of this Agreement and the extent of acceleration as a result, either alone or together with another event or occurrence, of the Arrangement; and (vi) the date on which such Option or warrant, as applicable, expires. All grants of Options and outstanding warrants were validly issued and properly approved by the Mettrum Board (or a duly authorized committee or subcommittee thereof) in compliance with all Laws and the Stock Option Plan (in the case of Options) and recorded on the Corporation's financial statements in accordance with IFRS, and no such grants of Options or warrants issued involved any "back dating", "forward dating", "spring loading" or similar practices with respect to such grants, other than in connection with applicable black-out periods.

(vii) The Corporation Data Room contains a true and complete copy of the Stock Option Plan and other than as contemplated by this Agreement pursuant to Section 2.7, there are no contracts, commitments, agreements, arrangements or understandings between (A) the Corporation or any of its Subsidiaries on the one hand and (B) any participant of the Stock Option Plan on the other, which would result in an Option vesting solely as a result of the transaction contemplated by this Agreement.

(viii) All dividends or distributions on securities of the Corporation that have been declared or authorized have been paid.

(h) Shareholders' and Similar Agreements

Except as disclosed in the Corporation Disclosure Letter, to the knowledge of the Corporation, no Person beneficially owns, directly or indirectly, or exercises control or direction over, more than 10% of the votes attached to the common shares of the Corporation.

(i) Shareholders' and Similar Agreements

Neither the Corporation nor any of the Corporation's Subsidiaries is subject to any unanimous shareholders agreement and is not a party to any shareholder, pooling, voting, voting trust or other similar arrangement or agreement relating to the ownership or voting of any of the securities of the Corporation or of any of its Subsidiaries or pursuant to which any Person may have any right or claim in connection with any existing or past equity interest in the Corporation or in any of its Subsidiaries and the Corporation has not adopted a shareholders' rights plan or any similar plan or agreement.

(j) Subsidiaries

(i) The Corporation Disclosure Letter sets forth a complete and accurate list as of the date of this Agreement of all Persons in which the Corporation owns or controls, directly or indirectly, any material equity or proprietary interest indicating (A) the jurisdiction of incorporation, organization or formation of such Person, (B) its name and (C) the percentage owned directly or indirectly by the Corporation and the percentage owned, and the identity of, each other registered holder of capital stock or other equity interests if other than the Corporation and its Subsidiaries.

(ii) Each Subsidiary (A) is a corporation, trust or partnership, as the case may be, duly organized and validly existing under the Laws of the jurisdiction of its incorporation, organization or formation, as the case may be, and no steps or proceedings have been taken by any Person, voluntary or otherwise, requiring or authorizing the dissolution or winding up of the Subsidiaries (B) has all requisite corporate, trust or partnership power and authority, as the case may be, to own, lease and operate its properties assets and to conduct its business as now owned and conducted in each jurisdiction in which the conduct of its business or the ownership, leasing or operation of its property and assets requires such qualification, and (C) is duly qualified, licensed or registered to conduct business and is in good standing in each jurisdiction in which its assets are located or it conducts business, except where the failure to be so organized, validly existing, qualified, licensed, registered or in good standing, or to have such power or authority, would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Corporation Group, taken as a whole.

(iii) The Corporation owns all of the issued and outstanding shares or other equity interests of each of the Subsidiaries indicated in the Corporation Disclosure Letter, free and clear of any Liens other than Permitted Liens and all such shares and other equity interests so owned directly or indirectly by the Corporation have been duly authorized and validly issued, as fully paid and non-assessable and have been issued in material compliance with all applicable Laws and no Person has any agreement, option, right or privilege (whether pre-emptive or contractual) capable of becoming an agreement, for the purchase from the Corporation or any of the Subsidiaries of the Corporation of any interest in any of the shares in the capital of the Subsidiaries of the Corporation. Except as disclosed in the Corporation Disclosure Letter, neither the Corporation nor the Corporation's Subsidiaries, beneficially or of record, owns any equity interest of any kind in any other Person.

(k) Securities Laws Matters

(i) The Corporation is a "reporting issuer" under Securities Laws in British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland (collectively, the "**Qualifying Provinces**"), is not on the list of reporting issuers in default under the Securities Laws of such provinces and is in compliance with such Securities Laws.

(ii) The Corporation has not taken any action to cease to be a reporting issuer in any province nor has the Corporation received notification from any Securities Authority seeking to revoke the reporting issuer status of the Corporation. Except for the trading halt expected to be imposed by the TSXV following disclosure of this Agreement, no delisting, suspension of trading or cease trade or other order or restriction with respect to any securities of the Corporation that may prevent or restrict trading is pending, in effect, has been threatened, or is expected to be implemented or undertaken.

(iii) The Corporation has filed with the Securities Authorities all material forms, reports, schedules, statements and other documents required to be filed by the Corporation with the Securities Authorities since September 30, 2014. The documents comprising the Corporation Filings did not at the time filed with Securities Authorities contain any Misrepresentation and complied in all material respects with the requirements of applicable Securities Laws in Canada. The Corporation has not filed any confidential material change report which at the date of this Agreement remains confidential. As of the date hereof, to the knowledge of the Corporation, none of the Corporation Filings is the subject of an ongoing review by the Securities Authorities in Canada, outstanding comment by the Securities Authorities or outstanding investigation by the Securities Authorities in Canada.

(l) Auditors

To the knowledge of the Corporation, the Corporation's auditors who audited the Corporation's financial statements and provided their audit report there were, at the relevant time, independent public accountants as required under the Securities Laws of the Qualifying Provinces and there has never been a reportable event (within the meaning of National Instrument 51-102 – *Continuous Disclosure Obligations*) between the Corporation and such auditors or, to the knowledge of the Corporation, any former auditors of the Corporation or the Subsidiaries.

(m) Disclosure Controls and Internal Control over Financial Reporting

(i) The Corporation and its Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorization and (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain accountability for assets;

(ii) The Corporation and its Subsidiaries maintain a system of internal controls sufficient to provide reasonable assurance that access to assets is permitted only in accordance with management's general or specific authorization.

(n) Financial Statements

The Corporation's audited consolidated financial statements as at and for the fiscal years ended March 31, 2016 and March 31, 2015 and audited consolidated financial statements for the periods ended March 31, 2015 and March 31, 2014 and unaudited consolidated interim financial statements for the periods ended June 30, 2016 respectively (collectively, the "**Corporation Financial Statements**") have been prepared in accordance with IFRS (subject to year-end adjustments, where applicable) applied on a basis consistent with prior periods and present fairly, in all material respects, the consolidated financial position of the Corporation and the Corporation Subsidiaries (as applicable) as of the respective dates thereof and for the respective periods covered thereby (except as may be otherwise indicated in such the Corporation Financial Statements and/or the Corporation Subsidiary Financial Statements and the notes thereto or the related report of the Corporation's auditors). The Corporation's quarterly financial statements for each quarter since October 1, 2014 have been reviewed by the Corporation's auditors or any former auditors of the Corporation.

(o) Absence of Certain Changes or Events

Since the date of the last Corporate Filing, there has not been any event, occurrence, fact, effect or circumstance that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(p) No Undisclosed Liabilities

The Corporation Group has no liabilities of the type required to be reflected as liabilities on a balance sheet prepared in accordance with IFRS, or obligations of the Corporation or any Corporation Subsidiary of any kind whatsoever, whether accrued, contingent, absolute, determined, determinable or otherwise, other than (i) liabilities or obligations disclosed in the Corporation Filings, (ii) liabilities or obligations incurred in connection with the Arrangement, (iii) liabilities and obligations incurred in the Ordinary Course since September 30, 2016 and (iv) liabilities or obligations that would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect on the Corporation Group, taken as a whole.

(q) Books and Records

All accounting and financial Books and Records of the Corporation Group have been maintained in accordance with sound business practices and fairly present, in all material respects and in accordance with IFRS applied on a basis consistent with prior periods, the consolidated financial position of the Corporation and all material transactions of the Corporation Group for the periods therein indicated.

(r) Compliance with Laws

The Corporation Group is in compliance with, has not received written notice of any alleged violation of, and to the knowledge of the Corporation, is not under investigation with respect to and has not been threatened to be charged with any alleged violation of, any Law applicable to it, including the ACMPR and any Laws relating in whole or in part to health and safety and/or Environment Laws, in each case except for failures to comply or violations that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Corporation Group, taken as a whole.

(s) Regulatory Compliance.

In each case except as would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect on the Corporation Group, taken as a whole:

(i) The Corporation and the Corporation Subsidiaries have obtained and are in compliance with the Mettrum Licenses, all of which are in full force and effect and no application or proceeding is pending or threatened with respect to termination, revocation, adverse modification, non-renewal, suspension, or cancellation of any Mettrum Licenses and no Governmental Entity has provided the Corporation, or any of the Corporation Subsidiaries with notice of any of the foregoing. The Corporation Disclosure Letter provides a complete and accurate description of each Mettrum License, which includes the date, type, capacity, expiry date and production/distribution authorizations and limitations.

(ii) Except as set forth in the Corporation Disclosure Letter, the Corporation Group's manufacturing, distribution, marketing, labelling and other business activities are, in all material respects, being conducted (A) in compliance with the Mettrum Licenses and (B) in accordance with applicable Laws.

(iii) Except as set forth in the Corporation Disclosure Letter, the Corporation and its Subsidiaries have not received any written notice, correspondence or warning from a Governmental Entity, including Health Canada or any other governmental agency, requiring the termination or suspension of any study, test or trial conducted by, or on behalf of, the Corporation or its Subsidiaries or in which the Corporation or its Subsidiaries have participated and have not received any written notice or correspondence from other third parties requiring the termination or suspension of any study, test or trial conducted by others on the existing products of the Corporation Group or the products of the Corporation Group under development.

(t) Healthcare Data Privacy and Security

(i) The Corporation and its Subsidiaries (A) have operated their businesses in compliance, in all material respects, with all Laws relating to personal information, including medical records and medical information privacy, that regulate or limit the collection, maintenance, use, disclosure, processing or transmission of medical records, patient information or other personal information made available to or collected by the Corporation or its Subsidiaries in connection with the operation of its business (the "**Healthcare Data Requirements**") and (B) have implemented all confidentiality, security and other protective measures required by the Healthcare Data Requirements, in each case, in all material respects. Without limiting the foregoing, the Corporation and its Subsidiaries are and have at all times been in material compliance with the privacy and security requirements of the *Personal Information Protection and Electronic Documents Act* (Canada) and other applicable privacy Laws of any jurisdiction (collectively, "**Privacy Laws**").

(ii) To the knowledge of the Corporation, neither the Corporation nor any of its Subsidiaries has experienced any breach, misappropriation, or unauthorized collection, use or disclosure of any personal information and all protected health information for which written notification was given or required to be given under applicable Privacy Laws.

(iii) The Corporation has not been notified in writing of and, to the knowledge of the Corporation, is not the subject of, any complaint, regulatory investigation or Proceeding related to data security or privacy.

(u) Litigation

Except as disclosed in the Corporation Disclosure Letter or the Corporation Filings, there is no Action now pending or, to the knowledge of the Corporation, threatened against the Corporation Group, which, (i) if adversely determined, would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Corporation Group, taken as a whole, or (ii) would restrain, enjoin or otherwise prohibit or materially delay or otherwise materially and adversely affect the consummation of the Arrangement. There is no Award outstanding against or binding on the Corporation Group which would reasonably be expected to have a Material Adverse Effect.

(v) Taxes

(i) The Corporation and each of its Subsidiaries has duly and timely filed all Tax Returns required by Law to be filed by them prior to the date hereof and all such Tax Returns are complete and correct in all material respects.

(ii) The Corporation and each of its Subsidiaries has paid as required by Law on a timely basis all Taxes which are due and payable, all assessments and reassessments, and all other Taxes due and payable by them on or before the date hereof, other than those which are being or have been contested in good faith and in respect of which reserves have been provided in the most recently published consolidated financial statements of the Corporation. The Corporation and its Subsidiaries have provided adequate accruals in accordance with applicable accounting standards in its Books and Records and in the most recently published consolidated financial statements of the Corporation for any Taxes of the Corporation and each of its Subsidiaries for the period covered by such financial statements that have not been paid whether or not shown as being due on any Tax Returns. Since such publication date, no material liability in respect of Taxes not reflected in such statements or otherwise provided for has been assessed, proposed to be assessed, incurred or accrued, other than in the Ordinary Course.

(iii) No material claims, audits, deficiencies, litigation or proposed adjustments are ongoing or have been asserted in writing with respect to Taxes of the Corporation or any of its Subsidiaries, and neither the Corporation nor any of its Subsidiaries is a party to any material action or proceeding for assessment or collection of Taxes and no such event has been asserted or, to the knowledge of the Corporation, threatened in writing against the Corporation or any of its Subsidiaries or any of their respective assets.

(iv) No written claim to the Corporation or any of its Subsidiaries has been made by any Government Entity in a jurisdiction where the Corporation and any of its Subsidiaries does not file Tax Returns that the Corporation or any of its Subsidiaries is or may be subject to Tax by that jurisdiction.

(v) The Corporation and each of its Subsidiaries has withheld or collected all material amounts required by Law to be withheld or collected by it on account of Taxes and has remitted all such amounts to the appropriate Governmental Entity when required by Law to do so. The Corporation and each of its Subsidiaries has remitted all Taxes payable by it in respect of its employees to the appropriate Governmental Entity within the time required under applicable Law.

(vi) Other than waivers that were filed solely for the purpose of permitting the Corporation or any of its Subsidiaries to claim deductions in order to reduce Taxes arising from adjustments to income arising from assessments or reassessments of Tax for prior taxation years and for which the Corporation or any of its Subsidiaries has filed objections or appeals in respect of such amendments or reassessments (the "**Protective Waivers**"), there are no outstanding agreements extending or waiving the statutory period of limitations applicable to any claim for, or the period for the collection or assessment or reassessment of Taxes due from the Corporation or any of its Subsidiaries for any taxable period and no request for any such waiver or extension is currently pending. For greater certainty, no Protective Waiver allows the relevant Governmental Entity to assess or reassess additional Tax in respect of the taxation year to which the Protective Waiver relates.

(vii) The Corporation has not been a party to any transaction or other arrangement which could be subject to adjustment under section 247 of the Tax Act (or any provincial equivalent).

(viii) There are no circumstances existing which could result in the application of Section 17, Section 78 or Sections 80 to 80.04 of the Tax Act, or any equivalent provision under Canadian provincial Law, to the Corporation or any of its Subsidiaries. Other than in the Ordinary Course, the Corporation and its Subsidiaries have not claimed nor will they claim any reserve under any provision of the Tax Act or any equivalent provincial provision, if any amount could be included in the income of the Corporation or its Subsidiaries for any period ending after the Effective Time.

(w) Title to Assets

(i) The Corporation Group has a good and marketable title to the real property set out in Section (w)(i) of the Corporation Disclosure Letter (the "**Mettrum Owned Property**") and a good and marketable leasehold interest in the Leased Real Property set out in Section (w)(i) of the Corporation Disclosure Letter (the "**Mettrum Leased Properties**" and together with the Mettrum Owned Property, the "**Mettrum Properties**"), free and clear of any Liens, except for Permitted Liens.

(ii) The Corporation Group has good and valid title to, or a valid and enforceable leasehold interest in, all material personal property and material assets owned or leased by it, free and clear of any Liens, except for Permitted Liens and other encumbrances disclosed in the Corporation Disclosure Letter.

(iii) Except in connection with the Arrangement, as disclosed in the Corporation Filings in respect of the property at 1100 Bennett Road North and (in respect of Mettrum Leased Properties) pursuant to the terms of the Leases, no Person has any right of first refusal, undertaking or commitment or any right or privilege capable of becoming such, to purchase, lease or acquire any of the material assets owned or leased by the Corporation Group (including the Mettrum Real Property), or any part thereof or interest therein.

(iv) No part of the Mettrum Real Property, has been taken, condemned or expropriated by any Governmental Entity nor has any written notice or proceeding in respect thereof been given or commenced nor, to the knowledge of the Corporation, does any Person have any intent or proposal to give such notice or commence any such proceedings.

(x) Real Property

(i) The Corporation Disclosure Letter lists all Mettrum Properties and sets forth the legal descriptions thereto. Except as has been specifically disclosed by the Corporation Group to the Purchaser, there are no existing Contracts, options, rights of first refusal, leases or otherwise, to sell, transfer, lease or otherwise dispose of any Mettrum Property, or to purchase or acquire any Mettrum Properties, or which would restrict the ability of the Corporation Group to lease any of the Mettrum Properties and the Corporation Group is not aware of any circumstances which would result in any sale or disposal, whether by sale, lease or otherwise, of any of the Mettrum Properties including power of sale, foreclosure, expropriation or judicial proceedings.

(ii) To the knowledge of the Corporation:

(i) neither the Corporation Group nor the landlords of the Mettrum Leased Properties are in material breach of any applicable Laws, including any material building, zoning or other statutes or any official plan, or any covenants, restrictions, rights or easements affecting such Mettrum Leased Properties;

(ii) all buildings, structures, additions and/or improvements situated on any of the Mettrum Properties are located wholly within the boundaries of such Mettrum Properties (subject to subsection (i) of the definition of Permitted Liens), are free of any structural or material defect and comply with all Laws, covenants, restrictions, rights and easements affecting the same and their use, in each case in all material respects;

(iii) there are no outstanding work orders, non-compliance orders, deficiency notices or other such notices relative to any of the Mettrum Properties;

(iv) the heating, ventilating, plumbing (including, where applicable, the septic and well systems), drainage, electrical and air conditioning systems and all other systems used in any of the buildings, structures, additions or improvements on the Mettrum Properties are in good working order, operational in all material respects and free of any material defect, except for normal wear and tear; and

(v) there is no defect or condition affecting any of the Mettrum Properties including the buildings structures, additions and improvements thereon and/or the soil or subsoil thereunder, in each case which would materially impair and/or materially impede the current lawful use of such Mettrum Properties by the Corporation Group.

(iii) The Mettrum Properties are adequately serviced by utilities (or well water with adequate septic systems, if any) having adequate capacities for the normal operations of the Corporation's facilities that are currently growing marijuana in accordance with the Mettrum Licences and the business of the Corporation Group. The Mettrum Properties have enforceable rights of access to and from public streets or highways satisfactory, sufficient and adequate for the normal operations of the business of the Corporation Group and, to the knowledge of the Corporation, there is no fact or circumstance which exists which could result in the termination or restriction of such access.

(iv) No amounts are owing by the Corporation Group in respect of any of the Mettrum Properties to public utility, other than current accounts which are not in arrears. All amounts that are due for labour or materials supplied to or on behalf of the Corporation Group relating to the construction, alteration or repair of or on any of the Mettrum Properties have been paid in full and, to the knowledge of the Corporation, no one has filed or has any right of any nature or kind whatsoever to file any construction, builders', mechanics' or similar liens relating to the supply of work or materials to or on any of the Mettrum Properties with respect to amounts that are not in arrears. No work has been done to the Property within the past forty-five (45) days which would give rise to a Construction Lien pursuant to the Construction Lien Act of Ontario and if such work has been done, the Corporation Group has either paid in full for such work or has held back the required statutory holdback pursuant to the Construction Lien Act.

(v) Except in connection with the Arrangement (or pursuant to the terms of the applicable Lease), no Person has any right of first refusal, undertaking or commitment or any right or privilege capable of becoming such, to purchase, lease or acquire any of the material assets owned or leased by the Corporation Group (including the Mettrum Properties), or any part thereof or interest therein.

(vi) Other than Permitted Liens, no part of the Mettrum Properties has been taken, condemned or expropriated by any Governmental Entity nor has any written notice or proceeding in respect thereof been given to the Corporation or, to the knowledge of the Corporation, commenced nor, to the knowledge of the Corporation, does any Person have any intent or proposal to give such notice or commence any such proceedings.

(vii) The Corporation Disclosure Letter lists all of the Corporation Group's Leases pursuant to which the Corporation Group leases the Mettrum Leased Properties. Except for such Leases, there are no agreements now in effect between the Corporation Group as Tenant and the Landlord with respect to the Mettrum Leased Properties.

(viii) To the knowledge of the Corporation, the Corporation Group's Leases are currently in good standing in all material respects, the Corporation Group as Tenant and the Landlord have, as of the date hereof, complied in all material respects with their respective obligations under the Leases and to the knowledge of the Corporation, there exists no claim of any kind or right of set-off against the Corporation Group as Tenant by the Landlord or against the Landlord by the Corporation Group as Tenant as of the date hereof.

(ix) The Corporation Group as Tenant is in actual possession of the Mettrum Leased Properties. The Corporation Group is not in arrears of rent required to be paid pursuant to the applicable Lease with respect to the Mettrum Leased Properties.

(x) The Corporation Group as Tenant has no right to extend, right of termination, option to purchase, or right of first refusal with respect to the Mettrum Leased Properties except as set out in the Corporation Group's Leases.

(y) Material Contracts

In each case except as would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect on the Corporation Group, taken as a whole:

(i) Except as disclosed in the Corporation Disclosure Letter, (A) the Corporation Group has performed the obligations required to be performed by it to date under its Material Contracts, (B) the Corporation Group is not in breach of or default under any of its Material Contract, (C) each Material Contract of the Corporation Group is a legal, valid and binding obligation of the Corporation Group, is in good standing in all material respects, is in full force and effect, and is enforceable by the Corporation Group in accordance with its terms, except as such enforceability may be limited by (x) applicable bankruptcy, insolvency, reorganization or other Laws of general application relating to or affecting the enforcement of creditors' rights generally, and (y) the discretion that a Court may exercise in the granting of extraordinary remedies such as specific performance or injunction, and (D) the Corporation Group has not received written, or to the knowledge of the Corporation, other notice of, any alleged breach of or alleged default under or dispute in connection with any Material Contract of the Corporation Group or of any intention of any party to any Material Contract of the Corporation Group to cancel, terminate or otherwise modify or not renew its relationship with the Corporation Group.

(ii) All of the Material Contracts of the Corporation Group have been disclosed in the Corporation Disclosure Letter and, if required under the Securities Laws of the Qualifying Provinces, have or will be filed with the Canadian Securities Regulators.

~~(iii)~~ All of the Material Contracts have been uploaded to the Corporation Data Room and are accurate and complete in all material respects.

(z) Environmental Matters

(i) The Corporation Group, the operation of its business on the Mettrum Real Property and the assets of the Corporation Group have been and are in material compliance with all Environmental Laws.

(ii) The Corporation Group has not been charged with or convicted of any offence, violation and/or breach of or non-compliance with Environmental Laws, or been fined or otherwise sentenced or settled any prosecution short of conviction under Environmental Laws with respect to the Mettrum Real Property. To the knowledge of the Corporation, there are no notices of judgment or commencement of proceedings of any nature relating to any breach or alleged breach of Environmental Laws with respect to the Mettrum Real Property.

(iii) Except as disclosed in the Corporation Disclosure Letter, to the knowledge of the Corporation, there are no hazardous substances located on, in or under any of the Mettrum Properties and no Release of any hazardous substances has occurred on, in or from the Mettrum Real Property from the operation of the business of the Corporation Group or the conduct of activities related to the business of the Corporation Group thereon.

(iv) To the knowledge of the Corporation, the Mettrum Real Property has not been used to produce, generate, manufacture, treat, store, handle, transport or dispose of any hazardous substances except in strict compliance with Environmental Laws in all respects.

(v) To the knowledge of the Corporation, there are no underground or above-ground storage tanks or facilities of any nature or kind whatsoever, whether active or abandoned, or any associated piping or appurtenances (whether active or abandoned), or urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls, radioactive substances and/or hazardous substances or materials located on, in or under the surface of any of the Mettrum Real Property or other assets used thereon except as disclosed in the Corporation Disclosure Letter.

(vi) To the knowledge of the Corporation, the Corporation Group is, and there is no basis, whether in law or in equity, upon which the Corporation Group, either on behalf of itself or the Landlord, could become, responsible for any clean-up or corrective action pursuant to any Environmental Laws with respect to the Mettrum Real Property and/or the buildings, structures, additions or improvements thereon. The Corporation Group has made available to the Purchaser copies of any and all environmental audits, site assessments and studies (including all drafts thereof) concerning or with respect to the Mettrum Real Property, or that are in any way related to the business, whether lawful or otherwise, of the Corporation Group, the Mettrum Real Property or the Landlord, that it or the Tenant has ever conducted or that are in its or the Tenant's possession or control.

(aa) Restrictions on Business Activities

Except as prescribed by the terms and conditions applicable to the Mettrum License and except as disclosed in the Corporation Disclosure Letter, there is no agreement, judgment, injunction, order or decree binding upon the Corporation or any of its Subsidiaries that has or would reasonably be expected to have the effect of prohibiting, restricting or materially impairing any business practice of the Corporation or any of its Subsidiaries or the conduct of business by the Corporation or any of its Subsidiaries as currently conducted other than such agreements, judgments, injunctions, orders or decrees which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on the Corporation Group, taken as a whole.

(bb) Health Canada

As of 6:00 pm on November 30, 2016, all Material Contracts of the Corporation Group and written correspondence or written notice received from Health Canada in relation to the Mettrum Licenses have been provided to or made available to the Purchaser and its Representatives.

(cc) Intellectual Property

In each case except as would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect on the Corporation Group, taken as a whole:

(i) The Corporation Group owns or possesses, or has a license to or otherwise has the right to use, all Intellectual Property Rights which is material and necessary for the conduct of its business as presently conducted. All such Intellectual Property Rights owned by the Corporation Group is valid and enforceable except as such enforceability may be limited by (A) applicable bankruptcy, insolvency, reorganization or other Laws of general application relating to or affecting the enforcement of creditors' rights generally, and (B) discretion that a Court may exercise in the granting of extraordinary remedies such as specific performance or injunction, and (including through the use by the Corporation's Subsidiaries and any other licensee). Except as disclosed in the Corporation Disclosure Letter and otherwise, to the knowledge of the Corporation, no third party is infringing upon such Intellectual Property Rights owned by the Corporation Group in a manner that would reasonably be expected to materially and adversely affect such material Intellectual Property Rights.

(ii) The Corporation Disclosure Letter sets forth a true, complete and correct list of all Intellectual Property Rights for which a registration or application has been filed by the Corporation Group with a Governmental Entity.

(iii) All registrations, if any, and filings that the Corporation Group has considered necessary to preserve the rights of the Corporation Group in its material and necessary Intellectual Property Rights have been made and are in good standing. The Corporation Group has no pending action or proceeding, nor any threatened action or proceeding, against any Person with respect its Intellectual Property Rights, and to the knowledge of the Corporation, there are no circumstances which cast doubt on the validity or enforceability of such Intellectual Property Rights owned or used by the Corporation Group. To the knowledge of the Corporation, (A) the prior and continuing operation of the business of the Corporation Group did not and does not interfere with, infringe upon, misappropriate, or otherwise come into conflict with, any Intellectual Property Rights of third parties, (B) there is no claim or demand of any person pertaining to, or any proceeding which is pending or, to the knowledge of Corporation, threatened, that challenges the rights of the Corporation Group in respect of any such Intellectual Property Rights, or claims that any activities of the business of the Corporation Group infringes any material Intellectual Property Rights of any third party, and (C) to the knowledge of Corporation, no facts exist which would reasonably ground an infringement claim against Corporation Group by any third party in relation to the business of Corporation Group.

(dd) Employees

In each case except as would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect on the Corporation Group, taken as a whole:

(i) The Corporation is in compliance with all Laws respecting employment and employment practices, terms and conditions of employment, pay equity and wages and has not and is not engaged in any unfair labour practice. Each independent contractor of the Corporation Group has been properly classified as an independent contractor and neither the Corporation nor any of the Corporation's Subsidiaries has received any notice from any Governmental Entity disputing such classification.

(ii) Except as disclosed in the Corporation Disclosure Letter or the Corporation Filings, neither the Corporation nor any of its Subsidiaries has entered into any written or oral agreement or understanding providing for severance, termination or other similar payments to any director, officer, employee or consultant in connection with the termination of their position or their employment as a result of the transaction contemplated by this Agreement.

(iii) Except as disclosed in the Corporation Disclosure Letter, as of the date of this Agreement, none of the Corporation or any of its Subsidiaries is subject to any claim for wrongful dismissal, constructive dismissal or any other tort claim, actual or, to the knowledge of the Corporation, threatened, or any litigation actual, or to the knowledge of the Corporation, threatened, relating to employment or termination of employment of employees or independent contractors.

(ee) Employee Plans

(i) In each case in all material respects, all of the Employee Plans are and have been established, registered, qualified and administered in accordance with all applicable Laws, and in accordance with their terms, the terms of the material documents that support such Employee Plans and the terms of agreements between the Corporation Group and Corporation Employees (present and former) who are members of, or beneficiaries under, the Employee Plans.

(ii) In each case in all material respects, (A) all current obligations of the Corporation Group regarding the Employee Plans have been satisfied, and (B) all contributions, premiums or Taxes required to be made or paid by the Corporation Group by applicable Laws or under the terms of each Employee Plan have been made in a timely fashion in accordance with applicable Laws and the terms of such Employee Plan.

(iii) To the knowledge of the Corporation, no Employee Plan is subject to any Action initiated by any Governmental Entity, or by any other party (other than routine claims for benefits) which, if adversely determined, would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Corporation Group, taken as a whole.

(iv) There are no material unfunded liabilities in respect of any Employee Plan, including going concern unfunded liabilities, solvency deficiencies or wind-up deficiencies where applicable.

(v) Except as provided in this Agreement or as disclosed in the Corporation Filings, the execution, delivery and performance of this Agreement and the consummation of the Arrangement will not (A) result in any material payment (including bonus, golden parachute, retirement, severance, unemployment compensation, or other benefit or enhanced benefit) becoming due or payable to any of Corporation's Employees, (B) materially increase the compensation or benefits otherwise payable to any Corporation Employee, or (C) result in the acceleration of the time of payment or vesting of any material benefits or entitlement otherwise available pursuant to any Employee Plan (except for outstanding Options).

(ff) Labour Matters

Except as disclosed in the Corporation Disclosure Letter, the Corporation Group is not party to any collective bargaining agreements, enterprise agreements or analogous agreements. To the knowledge of the Corporation, (i) the Corporation Group is not subject to any application for certification or threatened or apparent union-organizing campaigns for employees not covered under a collective bargaining agreement, enterprise agreement or analogous agreement, (ii) there are no current or, to the knowledge of the Corporation, threatened strikes or lockouts affecting the Corporation Group or any complaint of unfair labour practice (other than routine individual grievances), (iii) there are no successor or related employer applications; and (iv) there are no employee associations, retiree associations, voluntary recognized or certified unions or analogous organizations authorized to represent any of the employees of the Corporation Group.

(gg) Insurance

The Corporation Group maintains the insurance policies with recognized insurers as are appropriate to its business in such amounts and against such risks as are customarily carried and insured against by prudent owners of comparable business. All such policies are set out in the Corporation Disclosure Letter and are in all material respects in full force and effect in accordance with their terms. The Corporation Group has no reason to believe that it will not be able to renew the existing insurance coverage of the Corporation and its Subsidiaries as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect on the Corporation Group, taken as a whole.

(hh) Brokers

Except for Cormark Securities Inc. and Echelon Wealth Partners Inc., there is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of the Corporation Group who might be entitled to any fee or commission from the Corporation Group or the Purchaser in connection with the Arrangement.

(ii) Stock Exchange Compliance

The Corporation is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of the TSXV.

(jj) Non-Arm's Length Agreements

Except for Contracts made solely amongst the Corporation Group or as disclosed in the Corporation Disclosure Letter, there are no Non-Arm's Length Agreements and no non-scheduled payments (including payments in connection with the termination of a Non-Arm's Length Agreement) have been made under any Non-Arm's Length Agreement since September 30, 2014.

(kk) Foreign Corrupt Practices Act

Neither the Corporation nor any of its subsidiaries nor, to the knowledge of the Corporation, any director, officer, agent, employee, affiliate or other Person acting on behalf of the Corporation or any of its subsidiaries (i) is aware of or has taken any action, directly or indirectly, that has resulted or would result in a violation by any such Person of the CFPOA or the FCPA or similar legislation of any other country in which the Corporation or its subsidiaries carry on or have carried on business, including any offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" or "foreign public official" (as such terms are defined in the FCPA and the CFPOA, respectively) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA and the CFPOA.

(ll) Money Laundering Laws

The operations of the Corporation and its subsidiaries are and have been conducted at all times in material compliance with applicable financial recordkeeping and reporting requirements of the *Canadian Proceeds of Crime (Money Laundering) and Terrorist Financing Act*, as amended and the money laundering statutes of all other applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any applicable Governmental Entity (collectively, "**Money Laundering Laws**") and no action, suit or proceeding by or before any regulatory authority involving the Corporation or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Corporation, threatened.

(mm) OFAC

Neither the Corporation nor any of its Subsidiaries nor, to the knowledge of the Corporation, any director, officer, agent, employee, affiliate or other Person acting on behalf of the Corporation or any of its Subsidiaries is currently the subject or target of any United States sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("**OFAC**"); and the Corporation has not lent, contributed or otherwise made available, directly or indirectly, any funds to any subsidiary, joint venture partner or other Person or entity, for the purpose of financing the activities of any Person currently subject to any United States sanctions administered by OFAC.

(nn) Data Room

All information uploaded to the Corporation Data Room was accurate and complete in all material respects as at its respective date as stated therein, or, if any such information is undated, as of the date of its delivery to the Corporation Data Room website. There has been no change to the information uploaded to the Corporation Data Room since the date posted to the Corporation Data Room website that is material to the Corporation, except as has been disclosed: (i) in the Corporation Disclosure Letter; or (ii) in a more recently posted document in the Corporation Data Room; or (iii) other information, advice or updates provided to the Purchaser.

(oo) United States Securities Laws

(i) The Corporation is a "foreign private issuer" within the meaning of Rule 405 under the 1933 Act.

(ii) The Corporation is not registered or required to be registered as an "investment company" pursuant to the United States Investment Company Act of 1940, as amended.

(iii) No class of securities of the Corporation is registered or required to be registered under Section 12 of the 1934 Act, nor does the Corporation have a reporting obligation under Section 15(d) of the 1934 Act.

SCHEDULE E
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

(a) Organization and Qualification

The Purchaser is a corporation duly incorporated and validly existing under the Laws of Canada and has the corporate power and authority to own its assets and conduct its business as now owned and conducted and no steps or proceedings have been taken by any Person, voluntary or otherwise, requiring or authorizing the dissolution or winding up of the Purchaser. The Purchaser is duly qualified, licensed or registered to conduct business and is in good standing in each jurisdiction in which its assets are located or it conducts business, and has all governmental licences, authorizations, permits, consents and approvals required to own, lease and operate its properties and assets and to carry on its business as now conducted, except for those licences, authorizations, permits, consents and approvals the absence of which do not have and would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect on the Purchaser Group, taken as a whole. The corporate minute books of the Purchaser and each of the Purchaser's Subsidiaries made available to the Corporation and its counsel are complete minute books in all material respects, reflecting all proceedings of the directors, the committees of directors and the securityholders thereof.

(b) Corporate Authorization

The execution, delivery and performance by the Purchaser of this Agreement and the consummation by the Purchaser of the Arrangement are within the Purchaser's corporate powers and have been duly authorized by all necessary corporate action on the part of the Purchaser and no other corporate proceedings on the part of the Purchaser are necessary to authorize this Agreement or the Arrangement.

(c) No Conflict

The execution, delivery and performance by the Purchaser of this Agreement and the consummation of the Arrangement do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition), violate, conflict with or result in a breach of:

(i) any of the articles, by-laws or other constating documents of and each of the Purchaser's Subsidiaries;

(ii) any Material Contract of the Purchaser Group or any licenses, supplemental licenses, import and export permits issued by Health Canada to the Purchaser Group;

(iii) subject to the receipt of the Regulatory Approvals and except for compliance with applicable Securities Laws or stock exchange rules and policies, any Law applicable to the Purchaser;

(iv) assuming compliance with the matters, or obtaining the approvals, referred to in clauses (c)(ii) and (c)(iii) above, contravene, conflict with or result in a violation or breach of any provision of any Law or any license, approval, consent or authorization issued by a Governmental Entity held by the Purchaser and each of the Purchaser's Subsidiaries,

(v) require any notice or consent or other action by any Person under, contravene, conflict with, violate, breach or constitute a default or an event that would constitute a default, under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which the Purchaser or the Purchaser's Subsidiaries is entitled under, create any liability or obligation of the Purchaser the Purchaser's Subsidiaries, or give rise to any rights of first refusal or trigger any change in control provisions or any restriction under, any provision of any Material Contract of the Purchaser Group, or other instrument binding upon the Purchaser, the Purchaser's Subsidiaries or affecting any of their respective assets, except for the triggering of certain termination provisions in certain contracts with customers in the Ordinary Course, which, if triggered and subsequently terminated, would not have a Material Adverse Effect on the Purchaser Group, taken as a whole; or

(vi) result in the creation or imposition of any Lien on any asset of the Purchaser or the Purchaser's Subsidiaries,

with such exceptions, in the case of each of clauses (ii) through (vi), as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Purchaser Group, taken as a whole.

(d) Residence of the Purchaser

The Purchaser is not a non-resident of Canada within the meaning of the Tax Act.

(e) Third Party Consents

Except as disclosed in the Purchaser's Disclosure Letter, no consent, waiver or approval from other parties to the Material Contracts of the Purchaser Group is (i) required to be obtained by the Purchaser in connection with the execution, delivery and performance by the Purchaser of this Agreement or the consummation of the Arrangement or (ii) required in order to maintain the Material Contracts of the Purchaser Group in full force and effect immediately upon the consummation of the Arrangement.

(f) Governmental Approvals

The execution, delivery and performance by the Purchaser of this Agreement and the consummation by the Purchaser of the Arrangement require no consent, waiver or approval or any action by or in respect of, or filing with, or notification to, any Governmental Entity other than: (i) the Interim Order and any approvals required by the Interim Order; (ii) the Final Order; (iii) filings with the Director under the OBCA; (iv) the Regulatory Approvals; (v) compliance with any applicable Securities Laws and stock exchange rules and policies; (vi) the approvals of the TSX as set forth in this Agreement; and (vii) any consents, waivers, approvals, actions, filings or notifications, the absence of which would not be reasonably expected to materially impede or delay the ability of the Purchaser to consummate the Arrangement.

(g) Execution and Binding Obligation

This Agreement has been duly executed and delivered by the Purchaser, and constitutes a legal, valid and binding agreement enforceable against it in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization or other Laws of general application relating to or affecting the enforcement of creditors' rights generally, and (ii) the discretion that a Court may exercise in the granting of extraordinary remedies such as specific performance and injunction.

(h) Authorized and Issued Capital

(i) The authorized capital of the Purchaser consists of an unlimited number of common shares. As of the close of business on the date of this Agreement, 117,319,676 common shares were issued and outstanding.

(ii) All of the Purchaser Shares to be issued pursuant to the Arrangement, and all of the Purchaser Shares to be issued pursuant to the Replacement Options, upon issuance, will be validly issued as fully paid and non-assessable, will be listed for trading on the TSX, and will not be subject to any contractual or other restrictions on transferability or voting, *provided that* Purchaser Shares issuable to certain "affiliates" (as such term is defined in Rule 405 under the 1933 Act) of the Purchaser may have certain restrictions on transfer imposed upon them in Rule 144 under the 1933 Act.

(iii) There are no bonds, debentures or other evidences of indebtedness of the Purchaser Group outstanding having the right to vote (or that are convertible or exercisable for securities having the right to vote) with the Purchaser's Shareholders on any matter.

(iv) Except as disclosed in the Purchaser Disclosure Letter, there are no options, warrants, conversion privileges or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) of any kind that obligate the Purchaser to issue or sell any shares of capital stock or other securities of the Purchaser or any of its Subsidiaries or any securities or obligations convertible or exchangeable into or exercisable for, or giving any Person a right to subscribe for or acquire, any securities of the Purchaser or any of its Subsidiaries.

(v) All outstanding securities of the Purchaser have been issued in material compliance with all applicable Laws, including Securities Laws.

(vi) The Purchaser Disclosure Letter sets forth with respect to the options, warrants and other convertible securities of the Purchaser outstanding as of the date of this Agreement (i) the aggregate number of Purchaser Shares issuable pursuant of each type thereof; (ii) the purchase price payable therefor upon the exercise thereof, as applicable; and (iii) the date on which such option, warrant and other convertible security of the Purchaser expires. All grants of options, warrants and other convertible securities of the Purchaser were validly issued and properly approved by the Purchaser's Board (or a duly authorized committee or subcommittee thereof) in compliance with all Laws and the Purchaser's Stock Option Plan (in the case of options) and recorded on the Purchaser's financial statements in accordance with IFRS.

(vii) The electronic data room hosted by the Purchaser contains a true and complete copy of the Purchaser's Stock Option Plan and there are no contracts, commitments, agreements, arrangements or understandings between (A) the Purchaser or any of its Subsidiaries on the one hand and (B) any current holder the Purchaser's options, warrants and other convertible securities of the Purchaser on the other, which would result in any such security vesting solely as a result of the Arrangement.

(viii) All dividends or distributions on securities of the Purchaser that have been declared or authorized have been paid.

(i) Shareholders' and Similar Agreements

Except as disclosed in the Purchaser Disclosure Letter or the Purchaser Filings, to the knowledge of the Purchaser, no Person beneficially owns, directly or indirectly, or exercises control or direction over, more than 10% of the votes attached to the common shares of the Purchaser.

(j) Shareholders' and Similar Agreements

Neither the Purchaser nor any of the Purchaser's Subsidiaries is subject to any unanimous shareholders agreement and is not a party to any shareholder, pooling, voting, voting trust or other similar arrangement or agreement relating to the ownership or voting of any of the securities of the Purchaser or of any of its Subsidiaries or pursuant to which any Person may have any right or claim in connection with any existing or past equity interest in the Purchaser or in any of its Subsidiaries and the Purchaser has not adopted a shareholders' rights plan or any similar plan or agreement.

(k) Subsidiaries

(i) The Purchaser Disclosure Letter sets forth a complete and accurate list as of the date of this Agreement of all Subsidiaries of the Purchaser and indicates: (A) the jurisdiction of incorporation, organization or formation of such Subsidiary, (B) its name and (C) the percentage owned directly or indirectly by the Purchaser.

(ii) Each Subsidiary (A) is a corporation, trust or partnership, as the case may be, duly organized and validly existing under the Laws of the jurisdiction of its incorporation, organization or formation, as the case may be, and no steps or proceedings have been taken by any Person, voluntary or otherwise, requiring or authorizing the dissolution or winding up of the Subsidiaries (B) has all requisite corporate, trust or partnership power and authority, as the case may be, to own, lease and operate its properties assets and to conduct its business as now owned and conducted in each jurisdiction in which the conduct of its business or the ownership, leasing or operation of its property and assets requires such qualification, and (C) is duly qualified, licensed or registered to conduct business and is in good standing in each jurisdiction in which its assets are located or it conducts business, except where the failure to be so organized, validly existing, qualified, licensed, registered or in good standing, or to have such power or authority, would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Purchaser Group, taken as a whole.

(iii) The Purchaser owns all of the issued and outstanding shares or other equity interests of each of the Subsidiaries indicated in the Purchaser Disclosure Letter, free and clear of any Liens other than Permitted Liens and all such shares and other equity interests so owned directly or indirectly by the Purchaser have been duly authorized and validly issued, as fully paid and non-assessable and have been issued in material compliance with all applicable Laws and no Person has any agreement, option, right or privilege (whether pre-emptive or contractual) capable of becoming an agreement, for the purchase from the Purchaser or any of the Subsidiaries of the Purchaser of any interest in any of the shares in the capital of the Subsidiaries of the Purchaser. Except as disclosed in the Purchaser Disclosure Letter, neither the Purchaser nor the Purchaser's Subsidiaries, beneficially or of record, owns any equity interest of any kind in any other Person.

(l) Securities Laws Matters

(i) The Purchaser is a "reporting issuer" under Securities Laws in each of the Qualifying Provinces, is not on the list of reporting issuers in default under the Securities Laws of such provinces and is in compliance, in all material respects, with such Securities Laws.

(ii) Purchaser Shares are listed and posted for trading on the TSX.

(iii) The Purchaser has not taken any action to cease to be a reporting issuer in any province nor has the Purchaser received notification from any Securities Authority seeking to revoke the reporting issuer status of the Purchaser Shares are listed and posted for trading on the TSX. No delisting, suspension of trading or cease trade or other order or restriction with respect to any securities of the Purchaser that may prevent or restrict trading is pending, in effect, has been threatened, or is expected to be implemented or undertaken.

(iv) The Purchaser has filed with the Securities Authorities all material forms, reports, schedules, statements and other documents required to be filed pursuant to applicable Securities Laws by the Purchaser with the Securities Authorities since March 26, 2014 (the "**Purchaser Filings**"). The documents comprising the Purchaser Filings did not at the time filed with Securities Authorities contain any Misrepresentation and complied in all material respects with the requirements of applicable Securities Laws in Canada. The Purchaser has not filed any confidential material change report which at the date of this Agreement remains confidential. As of the date hereof, to the knowledge of the Purchaser, none of the Purchaser Filings is the subject of an ongoing review by the Securities Authorities in Canada, outstanding comments with respect to any Purchaser Filings by the Securities Authorities or outstanding investigation by the Securities Authorities in Canada.

(m) Auditors

To the knowledge of the Purchaser, the Purchaser's auditors who audited the Purchaser's financial statements and provided their audit report there were, at the relevant time, independent public accountants as required under the Securities Laws of the Qualifying Provinces and there has never been a reportable event (within the meaning of National Instrument 51-102 –

Continuous Disclosure Obligations) between the Purchaser and such auditors or, to the knowledge of the Purchaser, any former auditors of the Corporation or the Subsidiaries.

(n) Security Ownership

Other than as has been previously disclosed to the Corporation in writing, none of the Purchaser Group, any of their Affiliates, any such Person's Representatives or any other Person acting jointly or in concert with any of them, beneficially owns or controls (directly or indirectly, economically, or through derivatives or otherwise) any securities of the Corporation or any of its affiliates.

(o) Financial Statements

The Purchaser's audited consolidated financial statements as at and for the 12 month period ended March 31, 2016 and the 15 month period ended March 31, 2015 and for the respective 3 and 9 month periods ended December 31, 2015 and 2014 (the "**Purchaser Financial Statements**") have been prepared in accordance with IFRS applied on a basis consistent with prior periods and present fairly, in all material respects, the consolidated financial position, results of operations and changes in the financial positions of the Purchaser and its Subsidiaries as of the respective dates thereof and for the respective periods covered thereby (except as may be otherwise indicated in such Purchaser Financial Statements and the notes thereto or the related report of the Purchaser's auditors). The Purchaser's quarterly financial statements for each quarter since June 30, 2015 have been reviewed by the Purchaser's auditors or any former auditors of the Purchaser.

(p) No Undisclosed Liabilities

The Purchaser Group has no liabilities of the type required to be reflected as liabilities on a balance sheet prepared in accordance with IFRS, other than (i) liabilities disclosed in the Purchaser Filings, (ii) liabilities incurred in the Ordinary Course since September 30, 2016, (iii) liabilities incurred in connection with the Arrangement, and (iv) liabilities that would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect on the Purchaser Group, taken as a whole.

(q) Stock Exchange Compliance

The Purchaser is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of the TSX.

(r) Books and Records

All accounting and financial Books and Records of the Purchaser Group have been maintained in accordance with sound business practices and fairly present, in all material respects and in accordance with IFRS applied on a basis consistent with prior periods, the consolidated financial position of the Corporation and all material transactions of the Purchaser Group for the periods therein indicated.

(s) Compliance with Laws and Licenses

The Purchaser Group and the operation of its business are in compliance with, has not received written notice, correspondence or warning of any alleged violation, offence or breach of, and to the knowledge of the Purchaser, is not under investigation or subject to any Action or complaint with respect to and has not been threatened to be charged with or notified of any alleged violation, offence or breach of, any Law applicable to it, including the ACMPR, all of its licenses and permits issued by Health Canada, any Laws relating in whole or in part to medical records, medical information privacy, personal information, employment, employment practices, labour (including pay equity and wages, termination and severance, and unfair labour practice), health and safety and/or Environment Laws, in each case except for failures to comply or violations that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Purchaser Group, taken as a whole.

(t) Disclosure Controls and Internal Control over Financial Reporting

To the knowledge of the Purchaser, as of the date of this Agreement, there is no fraud that involves management or any other employees who have a significant role in the internal control over financial reporting of the Purchaser.

(u) Litigation

Except as disclosed in the Purchaser Disclosure Letter, there is no Action now pending or, to the knowledge of the Purchaser, threatened against the Purchaser, which (i) if adversely determined, would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Purchaser Group, taken as a whole, or (ii) would restrain, enjoin or otherwise prohibit or delay or otherwise adversely affect the consummation of the Arrangement.

(v) Title to Assets

(i) The Purchaser Group has a good and marketable title to the owned real property set out in Section (v)(i) of the Purchaser Disclosure Letter (the "**Purchaser Owned Properties**") and a good and marketable leasehold interest in the Leased Real Property set out in Section (v)(i) of the Purchaser Disclosure Letter (the "**Purchaser Leased Properties**" and together with the Purchaser Owned Properties, the "**Purchaser Properties**"), free and clear of any Liens, except for Permitted Liens.

(ii) The Purchaser Group has good and valid title to, or a valid and enforceable leasehold interest in, all material personal property owned or leased by it, free and clear of any Liens, except for Permitted Liens and other Liens disclosed in the Purchaser Disclosure Letter.

(w) Real Property

(i) The Purchaser Disclosure Letter lists all Purchaser Properties and sets forth the legal descriptions thereto. Except as has been specifically disclosed by the Purchaser Group to the Corporation, there are no existing Contracts, options, rights of first refusal, leases or otherwise, to sell, transfer, lease or otherwise dispose of any Purchaser Property, or to purchase or acquire any Purchaser Properties, or which would restrict the ability of the Purchaser Group to lease any of the Purchaser Properties and the Corporation Group is not aware of any circumstances which would result in any sale or disposal, whether by sale, lease or otherwise, of any of the Purchaser Properties including power of sale, foreclosure, expropriation or judicial proceedings.

(ii) No Person has any right of first refusal, undertaking or commitment or any right or privilege capable of becoming such, to purchase, lease or acquire any of the material assets owned or leased by the Purchaser Group (including the Purchaser Properties), or any part thereof or interest therein.

(iii) The Purchaser Disclosure Letter lists all of the Purchaser Group's Leases pursuant to which the Purchaser Group leases the Purchaser Leased Properties. Except for such Leases, there are no agreements now in effect between the Purchaser Group as Tenant and the Landlord with respect to the Purchaser Leased Properties.

(iv) To the knowledge of the Purchaser, the Purchaser Group's Leases are currently in good standing in all material respects, the Purchaser Group as Tenant and the Landlord have, as of the date hereof, complied in all material respects with their respective obligations under the Leases and to the knowledge of the Purchaser, there exists no claim of any kind or right of set-off against the Purchaser Group as Tenant by the Landlord or against the Landlord by the Purchaser Group as Tenant as of the date hereof.

(x) Material Contracts

In each case except as would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect on the Purchaser Group, taken as a whole:

(i) Except as disclosed in the Purchaser Disclosure Letter, (A) the Purchaser Group has performed the obligations required to be performed by it to date under its Material Contracts, (B) the Purchaser Group is not in breach of or default under any of its Material Contracts; (C) each Material Contract of the Purchaser Group is a legal, valid and binding obligation of the Purchaser Group, is in good standing in all material respects, is in full force and effect, and is enforceable by the Purchaser Group in accordance with its terms, except as such enforceability may be limited by (x) applicable bankruptcy, insolvency, reorganization or other Laws of general application relating to or affecting the enforcement of creditors' rights generally, and (y) the discretion that a Court may exercise in the granting of extraordinary remedies such as specific performance or injunction, and (D) the Purchaser Group has not received written, or to the knowledge of the Corporation, other notice of, any alleged breach of or alleged default under or dispute in connection with any Material Contract of the Purchaser Group or of any intention of any party to any Material Contract of the Purchaser Group to cancel, terminate or otherwise modify or not renew its relationship with the Purchaser Group.

(ii) All of the Material Contracts of the Purchaser Group have been disclosed in the Purchaser Disclosure Letter and, if required under the Securities Laws of the

Qualifying Provinces, have been or will be filed with the Canadian Securities Regulators.

(y) Restrictions on Business Activities

Other than as set forth in the licenses issued to the Purchaser Group by Health Canada pursuant to the ACMPR and except as disclosed in the Purchaser Disclosure Letter or the Purchaser Filings, there is no agreement, judgment, injunction, order or decree binding upon the Purchaser or any of its Subsidiaries that has or would reasonably be expected to have the effect of prohibiting, restricting or materially impairing any business practice of the Purchaser or any of its Subsidiaries or the conduct of business by the Purchaser or any of its Subsidiaries as currently conducted other than such agreements, judgments, injunctions, orders or decrees which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on the Purchaser Group, taken as a whole.

(z) Health Canada

As of 6:00 pm on November 30, 2016, all Material Contracts of the Purchaser Group in relation to the licences and permits issued by Health Canada have been provided to or made available to the Corporation and its Representatives.

(aa) Intellectual Property

In each case except as would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect on the Purchaser Group, taken as a whole:

(i) The Purchaser Group owns or possesses, or has a license to or otherwise has the right to use, all Intellectual Property Rights which is material and necessary for the conduct of its business as presently conducted. All such Intellectual Property Rights owned by the Purchaser Group is valid and enforceable except as such enforceability may be limited by (A) applicable bankruptcy, insolvency, reorganization or other Laws of general application relating to or affecting the enforcement of creditors' rights generally, and (B) discretion that a Court may exercise in the granting of extraordinary remedies such as specific performance or injunction, and (including through the use by the Purchaser's Subsidiaries and any other licensee). Except as disclosed in the Purchaser Disclosure Letter, to the knowledge of the Purchaser, no third party is infringing upon such Intellectual Property Rights owned by the Purchaser Group in a manner that would reasonably be expected to materially and adversely affect such material Intellectual Property Rights.

(ii) All registrations, if any, and filings that the Purchaser Group has considered necessary to preserve the rights of the Purchaser Group in its material and necessary Intellectual Property Rights have been made and are in good standing. The Purchaser Group has no pending action or proceeding, nor any threatened action or proceeding, against any Person with respect to the use of such Intellectual Property Rights, and to the knowledge of the Purchaser, there are no circumstances which cast reasonable doubt on the validity or enforceability of such Intellectual Property Rights owned or used by the Purchaser Group. To the knowledge of the Purchaser, (A) the prior and continuing operation of the business of the Purchaser Group did not and does not interfere with, infringe upon, misappropriate, or otherwise come into conflict with, any material Intellectual Property Rights of third parties, (B) there is no claim or demand of any person pertaining to, or any proceeding which is pending or threatened, that challenges the rights of the Purchaser Group in respect of any such Intellectual Property Rights, or claims that any activities of the business of the Purchaser Group infringes any material Intellectual Property Rights of any third party, and (C) no facts exist which would reasonably ground an infringement claim against Purchaser Group by any third party in relation to the business of Purchaser Group.

(bb) Employee Plans

(i) In each case in all material respects, all of the Employee Plans are and have been established, registered, qualified and administered in accordance with all applicable Laws, and in accordance with their terms, the terms of the material documents that support such Employee Plans and the terms of agreements between the Purchaser Group and Purchaser Employees (present and former) who are members of, or beneficiaries under, the Employee Plans.

(ii) In each case in all material respects, (A) all current obligations of the Purchaser Group regarding the Employee Plans have been satisfied, and (B) all contributions, premiums or Taxes required to be made or paid by the Purchaser Group by applicable Laws or under the terms of each Employee Plan have been made in a timely fashion in accordance with applicable Laws and the terms of such Employee Plan.

(iii) To the knowledge of the Purchaser, no Employee Plan is subject to any Action initiated by any Governmental Entity, or by any other party (other than routine claims for benefits) which, if adversely determined, would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Purchaser Group, taken as a whole.

(iv) There are no material unfunded liabilities in respect of any Employee Plan, including going concern unfunded liabilities, solvency deficiencies or wind-up deficiencies where applicable.

(v) the execution, delivery and performance of this Agreement and the consummation of the Arrangement will not (A) result in any material payment (including bonus, golden parachute, retirement, severance, unemployment compensation, or other benefit or enhanced benefit) becoming due or payable to any of Purchaser's Employees, (B) materially increase the compensation or benefits otherwise payable to any Purchaser Employee, or (C) result in the acceleration of the time of payment or vesting of any material benefits or entitlement otherwise available pursuant to any Employee Plan (except for outstanding Options).

(cc) Labour Matters

Except as disclosed in the Purchaser Disclosure Letter, the Purchaser Group is not party to any collective bargaining agreements, enterprise agreements or analogous agreements. To the knowledge of the Purchaser, (i) the Purchaser Group is not subject to any application for certification or threatened or apparent union-organizing campaigns for employees not covered under a collective bargaining agreement, enterprise agreement or analogous agreement, (ii) there are no current or, to the knowledge of the Purchaser, threatened strikes or lockouts affecting the Purchaser Group or any complaint of unfair labour practice (other than routine individual grievances), (iii) there are no successor or related employer applications; and (iv) there are no employee associations, retiree associations, voluntary recognized or certified unions or analogous organizations authorized to represent any of the employees of the Purchaser Group.

(dd) Insurance

The Purchaser Group maintains the insurance policies with recognized insurers as are appropriate to its business in such amounts and against such risks as are customarily carried and insured against by prudent owners of comparable business. All such policies are set out in the Purchaser Disclosure Letter and are in all material respects in full force and effect in accordance with their terms. The Purchaser Group has no reason to believe that it will not be able to renew the existing insurance coverage of the Purchaser and its Subsidiaries as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect on the Purchaser Group, taken as a whole.

(ee) Brokers

Except for Dundee Securities Ltd., there is no investment banker, broker, finder or other intermediary that has been retained by or is authorized to act on behalf of the Purchaser Group who might be entitled to any fee or commission from the Purchaser Group or the Purchaser in connection with the Arrangement.

(ff) HSR Act

The Purchaser is not incorporated in the United States, is not organized under the laws of the United States and does not have its principal offices within the United States.

(gg) United States Securities Laws

(i) Purchaser is a "foreign private issuer" as defined in Rule 3b-4 under the 1934 Act;

(ii) no class of securities of the Purchaser is, or has ever been, required to be registered under Section 12 of the 1934 Act, and the Purchaser is not required to file reports with the United States Securities and Exchange Commission under Section 13 or Section 15(d) of the 1934 Act; and

(iii) the Purchaser is not registered or required to be registered as an "investment Corporation", as defined in the United States Investment Corporation Act of 1940, as amended, under such Act.

(hh) Non-Arm's Length Agreements

Except for Contracts made solely amongst the Purchaser Group or as disclosed in the Purchaser Disclosure Letter or the Purchaser Filings, the Purchaser Group does not have any Non-Arm's Length Agreements and no non-scheduled payments (including payments in connection with the termination of a Non-Arm's Length Agreement) have been made under any Non-Arm's Length Agreement since March 26, 2014.

(ii) Foreign Corrupt Practices Act

The Purchaser nor, to the best of the Purchaser's knowledge, any director, officer, agent, employee, affiliate or other Person acting on behalf of the Purchaser (i) is aware of or has taken any action, directly or indirectly, that has resulted or would result in a violation by any such Person of the CFPOA or the FCPA or similar legislation of any other country in which the Purchaser carries on or has carried on business, including any offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" or "foreign public official" (as such terms are defined in the FCPA and the CFPOA, respectively) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA and the CFPOA, (ii) has made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment, and (iii) has used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity. The Purchaser has conducted their businesses in compliance with the CFPOA and the FCPA and have instituted and maintain and will continue to maintain policies and procedures designed to ensure, and which are reasonably expected to ensure, continued compliance with the CFPOA, the FCPA and with the representations and warranties contained herein.

(jj) Money Laundering Laws

The operations of the Purchaser and its Subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the Money Laundering Laws and no action, suit or proceeding by or before any regulatory authority involving the Purchaser with respect to the Money Laundering Laws is pending or, to the best of the Purchaser's knowledge, threatened.

(kk) OFAC

Neither the Purchaser nor any of its Subsidiaries nor, to the knowledge of the Purchaser, any director, officer, agent, employee, affiliate or other Person acting on behalf of the Purchaser or any of its Subsidiaries is currently the subject or target of any United States sanctions administered or enforced by OFAC and the Purchaser has not lent, contributed or otherwise made available, directly or indirectly, any funds to any subsidiary, joint venture partner or other Person or entity, for the purpose of financing the activities of any Person currently subject to any United States sanctions administered by OFAC.

(ll) Taxes

(i) The Purchaser and each of its Subsidiaries has duly and timely filed all Tax Returns required by Law to be filed by them prior to the date hereof and all such Tax Returns are complete and correct in all material respects.

(ii) The Purchaser and each of its Subsidiaries has paid as required by Law on a timely basis all Taxes which are due and payable, all assessments and reassessments, and all other Taxes due and payable by them on or before the date hereof, other than those which are being or have been contested in good faith and in respect of which reserves have been provided in the most recently published consolidated financial statements of the Purchaser.

(iii) No material claims, audits, deficiencies, litigation or proposed adjustments have been asserted in writing with respect to Taxes of the Purchaser or any of its Subsidiaries, and neither the Purchaser nor any of its Subsidiaries is a party to any material action or proceeding for assessment or collection of Taxes and no such event has been asserted or, to the knowledge of the Purchaser, threatened in writing against the Purchaser or any of its Subsidiaries or any of their respective assets.

(iv) The Purchaser and each of its Subsidiaries has withheld or collected all material amounts required by Law to be withheld or collected by it on account of Taxes and has remitted all such amounts to the appropriate Governmental Entity when required by Law to do so. The Purchaser and each of its Subsidiaries has remitted Taxes payable by it in respect of its employees to the appropriate Governmental Entity within the time required under applicable Law

(v) The Purchaser is a "Canadian corporation" for the purposes of the Tax Act.

SCHEDULE F
FORM OF VOTING SUPPORT AGREEMENT

THIS AGREEMENT made the ___ day of [•], 2016.

BETWEEN:

______________ (hereinafter called the "**Shareholder**")

- and –

CANOPY GROWTH CORPORATION, a corporation existing under the *Canada Business Corporations Act* (hereinafter called the "**Purchaser**"),

WHEREAS the Shareholder is the beneficial owner of the common shares ("**Shares**") of Mettrum Health Corp. (the "**Corporation**") and the options to acquire Shares ("**Options**") and, together with the Shares and other Shares acquired by the Shareholder during the term of this Agreement, the "**Subject Securities**"), as set out in Schedule "A" hereto;

AND WHEREAS the Purchaser is concurrently herewith entering into an arrangement agreement (the "**Arrangement Agreemen**t") with the Corporation which provides for, among other things, a transaction whereby all of the outstanding Shares will be acquired by the Purchaser (or a Subsidiary thereof) in accordance with the terms of the Arrangement;

AND WHEREAS the Purchaser is relying on the covenants, representations and warranties of the Shareholder set forth in this Agreement in connection with the Purchaser's execution and delivery of the Arrangement Agreement;

AND WHEREAS the Shareholder acknowledges that the Purchaser would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Shareholder;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreement herein contained, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 All capitalized terms used but not otherwise defined herein shall have the respective meaning ascribed to them in the Arrangement Agreement. All references herein to the Arrangement Agreement or any portion thereof refer to the Arrangement Agreement as amended or restated from time to time as it may be.

1.2 For all purposes of this Agreement, the term "**Subject Securities**" shall also include all shares or other securities into or for which the Subject Securities may be converted, exchanged or otherwise changed including, without limitation, securities received or to be received pursuant to any arrangement, reorganization, merger, amalgamation or other transaction involving the Corporation or any Subsidiary of the Corporation.

ARTICLE 2
CERTAIN COVENANTS OF THE SHAREHOLDER

2.1 The Shareholder hereby covenants and agrees to and for the benefit of the Purchaser that he/she/it shall, from the date hereof until the termination of this Agreement pursuant to Article 8, except as permitted by this Agreement:

(a) not directly or indirectly option, sell, transfer, pledge, encumber, grant a security interest in, hypothecate or otherwise convey or enter into any forward sale, repurchase agreement or other monetization transaction with respect to any of the Shares, or any right or interest therein (legal or equitable), to any Person or group of Persons or agree to do any of the foregoing;

(b) except as set out in Article 3 of this Agreement, not grant or agree to grant any proxy, power of attorney or other right to vote the Shares, or enter into any voting agreement, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approval of any kind with respect to any of the Shares;

(c) exercise the voting rights attaching to the Shares to oppose any proposed action by the Corporation, its shareholders, any of the Corporation's Subsidiaries or any other Person or group of Persons, which action could reasonably be expected to prevent or delay the successful completion of the Arrangement or the other transactions contemplated by the Arrangement Agreement and this Agreement or result in a Material Adverse Effect;

(d) not requisition or join in any requisition of any meeting of the shareholders of the Corporation;

(e) not make any statements or take any other action of any kind, directly or indirectly, which might reasonably be regarded as likely to reduce the success of, or delay or interfere with the completion of, the Arrangement and the other transactions contemplated by the Arrangement Agreement and this Agreement; and

(f) not do indirectly that which it may not do directly by the terms of this Article 2, including through any Person directly or indirectly owned, controlled or directed by the Shareholder.

ARTICLE 3
AGREEMENT TO VOTE

3.1 The Shareholder hereby covenants and agrees to and for the benefit of the Purchaser that from the date hereof until the earlier of (i) the Effective Date, and (ii) the termination of this Agreement in accordance with its terms:

(a) to vote or to cause to be voted the Shares (including any Shares issued upon the exercise of any Options at the Mettrum Meeting (or any adjournment or postponement thereof) in favour of the Arrangement including, without limitation, the Arrangement Resolution and any other matter that could reasonably be expected to facilitate the Arrangement;

(b) to vote or cause to be voted the Shares (including any Shares issued upon the exercise of any Options) against any Acquisition Proposal and any proposed action by the Corporation, its shareholders, any of the Corporation's Subsidiaries or any other Person or group of Persons, which action could reasonably be expected to result in a breach of any covenant, representation or warranty of the Corporation Group under the Arrangement Agreement;

(c) no later than five (5) Business Days prior to the date of the Mettrum Meeting, the Shareholder shall deliver or cause to be delivered to the Corporation, with a copy to the Purchaser concurrently, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the Arrangement including, without limitation, the Arrangement Resolution and/or any matter that could reasonably be expected to facilitate the Arrangement; and

(d) such proxy or proxies described in Section 3.1(c) shall name as proxyholders those individuals as may be designated by the Corporation in the Mettrum Circular (with full power of substitution) and shall not be revoked without the prior written consent of the Purchaser.

3.2 The Shareholder hereby revokes any proxies heretofore given by it in respect of the Shares (including any Shares issued upon the exercise of any Options). For greater certainty, this Section 3.2 does not apply to any proxies delivered by the Shareholder in respect of the Mettrum Meeting approving the Arrangement Resolution.

3.3 The Shareholder covenants and agrees to and for the benefit of the Purchaser that the Shareholder will not exercise any rights of dissent provided under any applicable Laws or otherwise in connection with the Arrangement or any other corporate transaction considered at the Mettrum Meeting in connection therewith.

ARTICLE 4
COOPERATION/ALTERNATIVE TRANSACTION

4.1 If the Purchaser concludes after the date of this Agreement that it is necessary or desirable to proceed with another form of transaction whereby the Purchaser or its affiliates would effectively acquire all of the Shares on economic terms and conditions having consequences to the Shareholder that are equivalent to or better than those contemplated by the Arrangement Agreement (any such transaction is referred to as an "**Alternative Transaction**"), then the Shareholder shall support the completion of the Alternative Transaction in the same manner as the Arrangement in accordance with the terms and conditions of this Agreement.

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF THE SHAREHOLDER

5.1 The Shareholder represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying upon these representations, warranties and covenants in connection with the entering into of this Agreement and the Arrangement Agreement:

(a) this Agreement has been duly executed and delivered by the Shareholder and, assuming the due authorization, execution and delivery by the Purchaser, constitutes a legal, valid and binding obligation, enforceable against the Shareholder in accordance with its terms, subject, however, to limitations imposed by Law in connection with bankruptcy, insolvency or similar proceedings and to the extent that the award of equitable remedies such as specific performance and injunction is within the discretion of the court from which they are sought;

(b) the Shareholder is the sole beneficial owner of the Subject Securities;

(c) the Shareholder has the sole right to vote all the Shares (including any Shares issued upon the exercise of any Options) and all the Subject Securities shall, immediately prior to the Effective Time, be beneficially owned solely by the Shareholder with good and marketable title thereto, free and clear of any and all mortgages, liens, charges, restrictions, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever;

(d) no Person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer from the Shareholder of any of the Subject Securities or any interest therein or right thereto, including without limitation any right to vote, except the Purchaser pursuant to this Agreement and except pursuant to the terms governing the options and warrants of the Corporation;

(e) none of the execution and delivery by the Shareholder of this Agreement or the completion or performance of the transactions contemplated hereby or the compliance by the Shareholder with the Shareholder's obligations hereunder will result in a breach of (i) any agreement or instrument to which the Shareholder or any of his affiliates is a party or by which the Shareholder, any of his affiliates or any of the Shareholder's or his affiliates' property or assets is bound, (ii) to the knowledge of the Shareholder, any judgment, decree, order or award of any Governmental Entity, or (iii) to the knowledge of the Shareholder, any law, statute, ordinance, regulation or rule relevant in the context of the Arrangement or this Agreement;

(f) the Subject Securities are the only securities of the Corporation (or securities exchangeable for or convertible into securities of the Corporation) owned, directly or indirectly, or over which control or direction is exercised, by the Shareholder; and

(g) as of the date hereof, there are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Shareholder, threatened against the Shareholder or his associates or affiliates that would adversely affect in any manner the ability of the Shareholder to enter into this Agreement and to perform his obligations hereunder.

The representations and warranties of the Shareholder set forth in this Article 5 shall survive until the earlier of (a) the completion of the Arrangement; and (b) six months from the Effective Date of the Arrangement.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

6.1 The Purchaser represents, warrants and, where applicable, covenants to the Shareholder as follows and acknowledges that the Shareholder is relying upon these representations, warranties and covenants in connection with the entering into of this Agreement:

(a) the Purchaser is validly existing under the laws of Canada and has the requisite corporate power and authority to conduct its business as it is now being conducted and to enter into this Agreement and to perform its obligations hereunder;

(b) the execution and delivery of this Agreement by the Purchaser and the performance by it of its obligations hereunder have been duly authorized and no other corporate proceedings on its part are necessary to authorize this Agreement and the performance of its obligations hereunder. This Agreement has been duly executed and delivered by the Purchaser and, assuming the due authorization, execution and delivery by the Shareholder, constitutes a legal, valid and binding obligation, enforceable by the Shareholder against the Purchaser in accordance with its terms, subject, however, to limitations imposed by Law in connection with bankruptcy, insolvency or similar proceedings and to the extent that the award of equitable remedies such as specific performance and injunction is within the discretion of the court from which they are sought;

(c) none of the execution and delivery by the Purchaser of this Agreement or the completion or performance of the transactions contemplated hereby or the compliance by the Purchaser with the Purchaser's obligations hereunder will result in a breach of (i) any agreement or instrument to which the Purchaser or any of its wholly-owned Subsidiaries is a party or by which the Purchaser, any of its wholly-owned Subsidiaries or any of the Purchaser's or its wholly-owned Subsidiaries' property or assets is bound, (ii) any of the constating documents of the Purchaser, if applicable, (iii) to the knowledge of the Purchaser, any judgment, decree, order or award of any Governmental Entity, or (iv) to the knowledge of the Purchaser, any law, statute, ordinance, regulation or rule relevant in the context of the Arrangement or this Agreement; and

(d) as of the date hereof, there are no legal proceedings in progress or pending before any Governmental Entity or, to the knowledge of the Purchaser, threatened against the Purchaser or its wholly-owned Subsidiaries that would adversely affect in any manner the ability of the Purchaser to enter into this Agreement and to perform his obligations hereunder.

The representations and warranties of the Purchaser set forth in this Article 6 shall survive until the earlier of (a) the completion of the Arrangement and (b) six months from the Effective Date of the Arrangement.

ARTICLE 7
TERMINATION

7.1 This Agreement shall automatically terminate, with no further action, notice or other from or to either party, in the event that the Arrangement Agreement is terminated in accordance with its terms.

7.2 This Agreement may be terminated by the Shareholder (*provided, however, that* the Shareholder shall not be entitled to terminate this Agreement in any situation where the Shareholder is in material breach or material non-compliance with any of his covenants, obligations, representations or warranties under this Agreement) by written notice to the Purchaser if:

(a) the Purchaser has not complied in all material respects with its covenants to the Shareholder contained herein and such default has or may reasonably be expected to have a material and adverse effect on the consummation of the Arrangement;

(b) any of the representations and warranties of the Purchaser contained herein is untrue or inaccurate in any material respect; or

(c) there is any decrease in the amount of, or change in the form of, the consideration payable for the outstanding Shares as set out in the Arrangement Agreement (*provided that* a decrease in the market price of the Purchaser's common shares will not constitute a decrease in the amount of the consideration payable for the outstanding Shares as set out in the Arrangement Agreement).

provided that the Shareholder has notified the Purchaser in writing of either of the foregoing events and that the same has not been cured by the Purchaser within the earlier of 10 Business Days from the date such notice was received by the Purchaser and the Outside Date.

7.3 This Agreement may be terminated by the Purchaser (*provided, however, that* the Purchaser shall not be entitled to terminate this Agreement in any situation where the Purchaser is in material breach or non-compliance with any of its covenants, obligations, representations or warranties under this Agreement) by written notice to the Shareholder if:

(a) the Shareholder has not complied in all material respects with his covenants to the Purchaser contained herein and such default has or may reasonably be expected to have an adverse effect on the consummation of the Arrangement;

(b) any of the representations and warranties of the Shareholder contained herein is untrue or inaccurate in any material respect; or

(c) the Corporation has not complied in all material respects with its covenants to the Purchaser under the Arrangement Agreement;

provided that, in the case of (a) or (b) the Purchaser has notified the Shareholder in writing of any of the foregoing events and that the same has not been cured by the Shareholder within the earlier of ten (10) Business Days of the date such notice was received by the Purchaser and the Outside Date.

7.4 This Agreement shall be terminated on the date upon which the Purchaser and the Shareholder mutually agree to terminate this Agreement.

7.5 In the case of any termination of this Agreement pursuant to Section 7.1, 7.2, 7.3 or 7.4, this Agreement shall terminate and be of no further force or effect. Notwithstanding anything else contained herein, such termination shall not relieve any party from liability for any breach of this Agreement by the party prior to such termination.

ARTICLE 8
DISCLOSURE

8.1 Except as required by applicable Laws or by any Governmental Entity, including in accordance with the requirements of any stock exchange, no party shall make any public announcement or statement with respect to this Agreement without the approval of the other, which shall not be unreasonably withheld or delayed. The Shareholder (a) consents to the details of this Agreement being set out in any proxy circular or other disclosure documents in respect of the Arrangement and any press announcements to be made, or documents to be issued, in connection with the Arrangement and this Agreement being made publicly available, including, without limitation, by filing on SEDAR; and (b) agrees to provide the Purchaser with all information and assistance as it may reasonably require in connection with the preparation of such circular and any press announcements to be made, or documents to be issued, in connection with the Arrangement and to promptly notify the Purchaser of any change in the accuracy of any information previously given.

ARTICLE 9
FIDUCIARY OBLIGATIONS

9.1 Notwithstanding any other provision of this Agreement, the Purchaser hereby agrees and acknowledges that the Shareholder is bound hereunder solely in his capacity as a shareholder of the Corporation and that the provisions hereof shall not be deemed or interpreted to bind the Shareholder in his capacity as a director or officer of the Corporation. Nothing in this Agreement shall: (a) limit or affect any actions or omissions taken by the Shareholder in his or her capacity as a director or officer of the Corporation, including in exercising rights under the Arrangement Agreement and no such actions or omissions shall be deemed a breach of this Agreement or (b) be construed to prohibit, limit or restrict the Shareholder from fulfilling his or her fiduciary duties as a director or officer of the Corporation.

ARTICLE 10
GENERAL

10.1 This Agreement becomes effective only when executed by the Shareholder and the Purchaser. After that time, it will be binding upon and enure to the benefit of the Shareholder, the Purchaser and their respective successors and permitted assigns. Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by any party without the prior written consent of the other party, except that the Purchaser may assign all or any portion of its rights and obligations under this Agreement to any of its direct or indirect wholly-owned Subsidiaries.

10.2 Time is of the essence in this Agreement.

10.3 Any notice, consent, direction or other communication given regarding the matters contemplated by this Agreement (each a "**Notice**") must be in writing, sent by personal delivery, courier or electronic mail and addressed:

(a) to the Shareholder at:

____
____

Attention: ________________________________
Email: ________________________________

(b) to the Purchaser at:

Canopy Growth Corporation
1 Hershey Drive,
Smiths Falls, Ontario K7A 0A8

Attention: Bruce Linton, Chair and Chief Executive Officer
Email: bruce@tweed.com

with a copy (which shall not constitute notice) to:

LaBarge Weinstein LLP
515 Legget Drive, Suite 800
Ottawa, Ontario K2K 3G43

Attention: Debbie Weinstein
Email: dw@lwlaw.com

A Notice is deemed to be given and received (i) if sent by personal delivery, same day courier or electronic mail, on the date of delivery if it is a Business Day and the delivery was made prior to 4:30 p.m. (local time in place of receipt) and otherwise on the next Business Day, and (ii) if sent by overnight courier, on the next Business Day. A party may change its address for service from time to time by providing a Notice in accordance with the foregoing. Any subsequent Notice must be sent to the party at its changed address. Any element of a party's address that is not specifically changed in a Notice will be deemed not to be changed. Sending a copy of a Notice to a party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice to that party. The failure to send a copy of a Notice to legal counsel does not invalidate delivery of that Notice to a party.

10.4 This Agreement will be governed by, interpreted and enforced in accordance with the Laws of the Province of Ontario and the federal Laws of Canada applicable therein. Each party irrevocably attorns and submits to the exclusive jurisdiction of the Ontario Courts situated in the City of Toronto and waives objection to the venue of any proceeding in such Court or that such Court provides an inconvenient forum.

10.5 The parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to injunctive and other equitable relief to prevent breaches or threatened breaches of this Agreement, without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief, this being in addition to any other remedy to which the parties may be entitled at law or in equity.

10.6 If any provision of this Agreement is determined to be illegal, invalid or unenforceable by any Court of competent jurisdiction from which no appeal exists or is taken, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

10.7 No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the party to be bound by the waiver. A party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a party from any other or further exercise of that right or the exercise of any other right.

10.8 This Agreement, constitutes the entire agreement between the parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. The parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

10.9 The parties to this Agreement waive the application of any Law or rule of construction providing that ambiguities in any agreement or other document shall be construed against the party drafting such agreement or other document.

10.10 No director or officer of the Purchaser shall have any personal liability whatsoever to the Shareholder under this Agreement or any other document delivered in connection with the transactions contemplated hereby on behalf of the Purchaser.

10.11 This Agreement may be executed in any number of counterparts (including counterparts by facsimile or electronic mail) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the parties.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

CANOPY GROWTH CORPORATION

By: ______________________________
Name:
Title:

This Agreement has been agreed and accepted as of the date first set out above.

______________________________ ______________________________
Witness Name:
Title:

SCHEDULE "A"
OWNERSHIP OF SECURITIES OF METTRUM HEALTH CORP.

Name	Number and Class of Corporation Securities beneficially owned	Registered holder if different from beneficial owner	Total number of Corporation Securities owned or controlled

SCHEDULE G
FORM OF LOCK-UP AGREEMENT

LOCK-UP AGREEMENT

TO: **CANOPY GROWTH CORPORATION (the "Corporation")**

Reference is made to the arrangement agreement dated November 30, 2016 entered into between the Corporation and Mettrum (the "**Arrangement Agreement**") pursuant to which the Corporation will acquire all of the common shares (the "**Common Shares**") in the capital of Mettrum (the "**Transaction**").

As a result of the Transaction, the undersigned will become the owner of ______________ common shares and ______________ options (collectively, the "**Subject Securities**") in the capital of the Corporation.

It is a condition to the completion of the Transaction and the issuance by the Subject Securities by the Corporation to the undersigned enter into this Agreement to provide that the Subject Securities be subject to the restrictions set forth herein.

NOW THEREFORE in consideration for the Corporation completing the Transaction and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby enters into this Agreement and covenants and agrees as follows:

1. The undersigned hereby agrees that, during the period commencing on the date hereof and for a period of two (2) months from the closing of the Transaction (the "**Lock-Up Period**"), to not, and will not permit any of his, her or its associates or affiliates (as such terms are defined in the *Securities Act* (Ontario)) to, directly or indirectly, offer, sell, contract to sell, lend, swap, or enter into any other agreement to transfer the economic consequences of, or otherwise dispose of or deal with, or publicly announce any intention to offer, sell, contract to sell, grant or sell any option to purchase, hypothecate, pledge, transfer, assign, purchase any option or contract to sell, lend, swap or enter into any agreement to transfer the economic consequences of, or otherwise dispose of or deal with, whether through the facilities of a stock exchange, by private placement or otherwise, any of the Subject Securities or any securities convertible from or exchangeable from any Subject Securities (collectively, the "**Locked-Up Securities**"), unless the undersigned first obtains the written consent of the Corporation, such consent not to be unreasonably withheld or delayed. For greater certainty, this Agreement shall not amend, limit, alter, reduce, impair or otherwise affect the terms of any escrow, standstill and/or lock-up agreement to which the undersigned is currently subject.

2. The undersigned authorizes the Corporation, during the Lock-Up Period only, to decline to transfer and/or to note stop transfer restrictions during the Lock-Up Period only on the transfer books and records of the Corporation with respect to any Locked-Up Securities for which the undersigned is the record holder and, in the case of any such Locked-Up Securities for which either of the undersigned are the beneficial but not the record holder, agrees to cause the record holder to cause the transfer agent to decline to transfer and/or to note stop transfer restrictions on such books and records with respect to such securities.

3. Notwithstanding anything to the contrary contained herein, during the Lock-Up Period, the undersigned may, without the consent of the Corporation: (i) transfer, sell or tender any or all of the Locked-Up Securities pursuant to a take-over bid (as defined in the *Securities Act* (Ontario)) or any other similar transaction, including, without limitation, a merger, arrangement or amalgamation, involving a change of control of the Corporation (provided that all Locked-Up Securities that are not so transferred, sold or tendered remain subject to this undertaking; and provided further that it shall be a condition of transfer that if such take-over bid or other transaction is not completed, any Locked-Up Securities subject to this Agreement shall remain subject to the restrictions herein); (ii) transfer any or all of the Lock-Up Securities to any nominee or custodian (including a trust) where there is no change in beneficial ownership (other than a change in beneficial ownership resulting from a transfer to a trust for the direct or indirect benefit of the immediate family members of the undersigned); and (iii) where the undersigned is a corporate entity, transfer any or all of the Locked-Up Securities subject to this Agreement to an affiliate or a shareholder of the undersigned provided an agreement similar to this Agreement is executed and delivered by such transferee for the balance of the Lock-Up Period.

4. The undersigned hereby represents and warrants that the undersigned has power and authority to enter into this Agreement, and that, upon the reasonable request of the Corporation, the undersigned will execute any additional documents necessary or desirable in connection with the enforcement hereof. All authority herein conferred or agreed to be conferred shall survive the death, disability, dissolution, winding-up, amalgamation or incapacity of the undersigned and the associates and affiliates thereof and any obligations of the undersigned shall be binding upon the heirs, representatives, successors and permitted assigns of the undersigned.

5. Capitalized terms used herein and not otherwise defined shall the meanings given to them in the Arrangement Agreement.

6. This Agreement shall enure to the benefit of the addressees and their successors and assigns and shall be governed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

This Agreement may be executed by facsimile signatures which shall be effective as original signatures.

DATED as of this _______ day of _________________, 2017.

[SHAREHOLDER]

Per: ________________________________
Name:
Title:

Address: ______________________________
____
____

Per: ________________________________
[SHAREHOLDER]

____
Witness

Address: ______________________________
____
____