Execution Version

UNDERWRITING AGREEMENT

December 16, 2016

GreenSpace Brands Inc.
176 St. George Street
Toronto, ON
M5R 2M7

Attention: Matthew Von Teichman, President and Chief Executive Officer

Dear Sir:

Beacon Securities Limited ("**Beacon**"), as lead underwriter, and Cormark Securities Inc., Canaccord Genuity Corp. and AltaCorp Capital Inc. (together with Beacon, the "**Underwriters**" and, individually, an "**Underwriter**") hereby severally, and not jointly and severally, offer and agree to purchase, on a "bought deal" basis, or alternatively to arrange, as agent for substituted purchasers (the "**Substituted Purchasers**") in the Qualifying Jurisdictions (as defined below) to purchase, from GreenSpace Brands Inc. (the "**Company**"), and the Company hereby agrees to issue and sell to the Underwriters or Substituted Purchasers, an aggregate of 6,541,667 subscription receipts (the "**Initial Subscription Receipts**") of the Company, at the purchase price of $1.20 per subscription receipt (the "**Issue Price**"), for aggregate gross proceeds of $7,850,000.40, upon and subject to the terms and conditions contained herein (the "**Offering**"). For greater certainty, the obligation of the Underwriters to purchase the Initial Subscription Receipts shall be reduced by an amount equal to the number of Initial Subscription Receipts purchased by any such Substituted Purchasers. After a reasonable effort has been made to sell all of the Initial Subscription Receipts at the Issue Price, the Underwriters may subsequently reduce the selling price to investors from time to time, provided that any such reduction in the Issue Price shall not affect the aggregate gross proceeds less Underwriters' Fees (as defined below) payable to the Company.

Pursuant to the Offering, (i) an aggregate of 3,625,000 Initial Subscription Receipts (the "**Initial Public Subscription Receipts**") shall be offered pursuant to the Prospectus (as defined below) and to eligible Substituted Purchasers by way of available prospectus exemptions in certain jurisdictions outside of Canada, including in the United States (the "**Public Offering**"), and (ii) an aggregate of 2,916,667 Initial Subscription Receipts (the "**Private Subscription Receipts**") shall be offered for sale to eligible purchasers resident (a) in each of the Provinces of Canada, and/or (b) in jurisdictions other than Canada that are mutually agreed to by the Company and Beacon (on behalf of the Underwriters), each acting reasonably and provided that that no prospectus filing or comparable obligation arises and the Company does not thereafter become subject to continuous disclosure obligations in such jurisdictions (the "**Private Placement**").

Upon and subject to the terms and conditions herein set forth and in reliance upon the representations and warranties herein contained, the Company hereby grants to the Underwriters, in the respective percentages set out in Section 18 of this Agreement, an option (the "**Over-Allotment Option**") to purchase, or arrange for Substituted Purchasers to purchase, up to 543,750 additional subscription receipts pursuant to the Public Offering (the "**Additional Public Subscription Receipts**") of the Company at the Issue Price, or, if the Escrowed Funds (as defined below) have been released to the Company prior to the exercise of the Over-Allotment Option, up to 543,750 Common Shares (as defined below) (the "**Additional Common Shares**" and, together with the Additional Public Subscription Receipts, as applicable the "**Additional Securities**") that is exercisable on or before 5:00 p.m. (Toronto time) on the date that is thirty (30) days after the Closing Date (as defined below). The Over-Allotment Option may be exercised in whole or in part at any time and from time to time prior to its expiry in accordance with the provisions of this Agreement. The Underwriters shall be under no obligation whatsoever to exercise the Over-Allotment Option in whole or in part.

Delivery of and payment for any Additional Securities will be made at the time and on the date (each an "**Option Closing Date**") as set out in a written notice of Beacon, on behalf of the Underwriters, referred to below, which Option Closing Date may occur on the Closing Date but will in no event occur earlier than the Closing Date nor later than seven Business Days after the date upon which the Company receives a written notice from Beacon, on behalf of the Underwriters, setting out the number of Additional Securities to be purchased by the Underwriters. Any such notice must be received by the Company not later than 5:00 p.m. (Toronto time) on the date that is thirty (30) days after the Closing Date. Upon the furnishing of such a notice, the Underwriters will be committed to purchase and/or arrange for Substituted Purchasers to purchase (as the case may be), and the Company will be committed to sell and deliver to the Underwriters and/or the Substituted Purchasers (as the case may be), in accordance with and subject to the provisions of this Agreement, the number of Additional Securities indicated in such notice. Unless the context otherwise requires or unless otherwise specifically stated, all references in this Agreement to the "**Offering**" shall be deemed to include the Over-Allotment Option and all references in this Agreement to "**Offered Securities**" shall mean the Initial Subscription Receipts and the Additional Securities.

The gross proceeds of the sale of the Initial Subscription Receipts and any Additional Public Subscription Receipts (less the Underwriters' expenses contemplated in Section 15 of this Agreement) will be deposited into escrow with the Escrow Agent (as defined below) and invested in an interest bearing account with a Schedule I Canadian bank pending the satisfaction of the Escrow Release Conditions (as defined below) at or prior to the Escrow Release Deadline (as defined below) and the delivery by the Company of the Escrow Release Notice (as defined below) immediately prior to the Acquisition Closing (as defined below). Each Initial Subscription Receipt and Additional Public Subscription Receipt shall entitle the holder thereof to receive, without payment of any additional consideration or further action and subject to adjustment in accordance with the Subscription Receipt Agreement (as defined below), one Subscription Receipt Share (as defined below) upon satisfaction of the Escrow Release Conditions (as defined below).

In consideration of the Underwriters' services to be rendered in connection with the Offering, the Company agrees: to pay to the Underwriters (i) an aggregate cash fee equal to 6.0% of the aggregate purchase price for the Initial Subscription Receipts, payable upon completion of the Acquisition, and (ii) an aggregate cash fee equal to 6.0% of the aggregate purchase price of the Additional Securities purchased at that time, payable (a) where the Option Closing Date precedes the completion of the Acquisition, upon completion of the Acquisition and (b) where the Option Closing Date occurs following completion of the Acquisition, on the Option Closing Date (the fees referred to in (i) and (ii) are collectively the "**Underwriters' Fees**").

Notwithstanding the foregoing, Beacon hereby confirms that up to $500,000 in the aggregate of the Initial Public Subscription Receipts and Additional Public Subscription Receipts offered pursuant to the Public Offering may be subscribed for by certain insiders and affiliates of the Company (as agreed upon by Beacon on behalf of the Underwriters) and that the Underwriters' Fees in respect of such Subscription Receipts shall be equal to 3.0% of the aggregate purchase price therefor. In the event that the Acquisition is not completed for any reason other than a failure by the parties to the Binding MOU (as defined below) to execute the Definitive Agreement (as defined below) or a failure by the Company and the Target's existing co-packer to enter into a new co-packing agreement, one half of the Underwriters' Fees shall promptly be paid by the Company to the Underwriters.

The Company agrees that each of the Underwriters will be permitted to appoint, at the sole cost and expense of the Underwriter so appointing, other registered dealers (or other dealers duly qualified in their respective jurisdictions) as their agents to assist in the Offering, and that the Underwriters may determine the remuneration payable to such other dealers appointed by them.

The Company and the Underwriters agree that any offers to sell or sales of the Initial Public Subscription Receipts or Additional Securities to purchasers that are in the United States or U.S. Persons (as defined below) will (i) be made in accordance with Schedule "A" attached hereto, which forms part of this Agreement; (ii) be conducted in such a manner so as not to require registration thereof or the filing of a prospectus or an offering memorandum with respect thereto under the U.S. Securities Act (as defined below); (iii) be conducted through one or more duly registered U.S. Affiliates (as defined below) of the Underwriters in compliance with applicable securities laws of the United States; and (iv) will not be made to purchasers that are Substituted Purchasers. In addition, the Underwriters agree that all offers and sales of Offered Securities outside the United States to purchasers that are not U.S. Persons have been made and will be made in accordance with the requirements of Schedule "A" applicable thereto.

The Offering is conditional upon and subject to the additional terms and conditions set forth below. The following are additional terms and conditions of the Agreement between the Company and the Underwriters:

1. Interpretation

Definitions – In addition to the terms previously defined and terms defined elsewhere in this Agreement (as defined below) (including the Schedules hereto), where used in this Agreement or in any amendment hereto, the following terms shall have the following meanings, respectively:

"**Acquisition**" means the acquisition by the Company (or a Subsidiary thereof) of all of the issued and outstanding shares of the Target from the Vendors in accordance with the terms of the Definitive Agreement;

"**Acquisition Closing**" means the closing of the Acquisition;

"**Acquisition Closing Date**" means the date on which the Acquisition is completed;

"**Acquisition Closing Time**" means the time on the Acquisition Closing Date on which the Acquisition is completed;

"**Additional Auditors**" means BDO Canada LLP, Chartered Professional Accountants, and Claire St. Pierre, CPA, Professional Corporation;

"**Additional Subscription Receipt Shares**" means the Common Shares to be issued upon the exchange of the Additional Public Subscription Receipts;

"**Agreement**" means this underwriting agreement dated December 16, 2016 between the Company and the Underwriters, as the same may be supplemented, amended and/or restated from time to time;

"**Ancillary Documents**" means all agreements, indentures, certificates (including the certificates, if any, representing the Offered Securities and the Subscription Receipt Shares), officer's certificates, notices and other documents (including the Binding MOU, the Definitive Agreement, the Subscription Receipt Agreement and the Subscription Agreement) executed and delivered, or to be executed and delivered, by the Company in connection with the Offering, whether pursuant to Applicable Securities Laws or otherwise;

"**Applicable Laws**" means, in relation to any person or persons, the Applicable Securities Laws and all other statutes, regulations, rules, orders, by-laws, codes, ordinances, decrees, the terms and conditions of any grant of approval, permission, authority or licence, or any judgment, order, decision, ruling, award, policy or guidance document that are applicable to such person or persons or its or their business, undertaking, property or securities and emanate from a Governmental Authority having jurisdiction over the person or persons or its or their business, undertaking, property or securities;

"**Applicable Securities Laws**" means, collectively, (i) the applicable securities laws of each of the Qualifying Jurisdictions and their respective regulations, rulings, rules, blanket orders, instruments, fee schedules and prescribed forms thereunder, the applicable policy statements issued by the Securities Commissions and the rules and policies of the TSXV and (ii) all applicable securities laws in the United States, including without limitation, the U.S. Securities Act, the U.S. Exchange Act and the rules and regulations promulgated thereunder, and any applicable state securities laws;

"**Beneficiaries**" has the meanings ascribed thereto in Section 13(c) of this Agreement;

"**Binding MOU**" means the binding memorandum of understanding dated December 12, 2016 among the Company, the Target and the Vendors in respect of the Acquisition;

"**Business Day**" means a day, other than a Saturday, a Sunday or a day on which chartered banks are not open for business in Toronto, Ontario;

"**CDS**" means CDS Clearing and Depository Services Inc.;

"**Central Roast Acquisition**" means the acquisition described in the Company's business acquisition report dated August 12, 2016 (the "**Central Roast BAR**");

"**Claims**" and "**Claim**" have the meanings ascribed thereto in Section 13(a) of this Agreement;

"**Closing**" means the closing of the Offering;

"**Closing Date**" means January 10, 2017 or such earlier or later date (not to exceed 42 days from the date of the Final Receipt) as may be agreed to in writing by the Company and the Underwriters, each acting reasonably;

"**Closing Time**" means 8:30 a.m. (Toronto time) on the Closing Date or Option Closing Date, as applicable, or such other time on the Closing Date or Option Closing Date, as applicable, as may be agreed to by the Company and Beacon on behalf of the Underwriters;

"**Common Shares**" means the common shares in the capital of the Company;

"**Defaulted Subscription Receipts**" has the meaning ascribed thereto in Section 18 of this Agreement;

"**Definitive Agreement**" means the definitive share purchase agreement to be entered into between the Company, the Target and the Vendors which shall supersede the Binding MOU provided that, until the definitive share purchase agreement superseding the Binding MOU is executed, all references in this Agreement to the "Definitive Agreement" shall, unless the context otherwise requires, include and be deemed to include a reference to the Binding MOU;

"**Disclosure Record**" means the Company's prospectuses, annual reports, annual and interim financial statements, annual information forms, business acquisition reports, management discussion and analysis of financial condition and results of operations, information circulars, material change reports, press releases and all other information or documents required to be filed or furnished by the Company under Applicable Securities Laws which have been publicly filed or otherwise publicly disseminated by the Company;

"**distribution**" means distribution or distribution to the public, as the case may be, for the purposes of the Applicable Securities Laws;

"**Documents Incorporated by Reference**" means the documents specified in the Preliminary Prospectus or Prospectus, as the case may be, as being incorporated therein by reference or which are deemed to be incorporated therein by reference pursuant to Applicable Securities Laws;

"**Eligible Issuer**" means an issuer which meets the criteria and has complied with the requirements of NI 44-101 so as to be qualified to offer securities by way of a short form prospectus under Applicable Securities Laws;

"**Escrow Agent**" means Computershare Trust Company of Canada;

"**Escrowed Funds**" means the funds held in escrow by the Escrow Agent, being the gross proceeds of the sale of the Initial Subscription Receipts and any Additional Public Subscription Receipts, less the Underwriters' expenses as contemplated by Section 15 of this Agreement, together with all interest and other income earned thereon pending satisfaction of the Escrow Release Conditions;

"**Escrow Release Conditions**" means:

(i) all conditions, undertakings, and other matters to be satisfied, completed and otherwise met prior to the completion of the Acquisition in accordance with the Definitive Agreement, and without waiver of any material provision thereof, in whole or in part, by any of the parties thereto unless the consent of Beacon, on behalf of the Underwriters, is given to such waiver, have been satisfied, completed, or otherwise met, other than the payment of the purchase price to be paid under the Acquisition for which the Escrowed Funds are required (in whole or in part);

(ii) there have been no material amendments of the terms and conditions of the Definitive Agreement which have not been approved by Beacon, on behalf of the Underwriters;

(iii) the Company has delivered a certificate to Beacon certifying that the conditions set forth in (i) and (ii) above have been satisfied; and

(iv) the Company and Beacon have delivered the Escrow Release Notice and direction to the Subscription Receipt Agent;

"**Escrow Release Deadline**" means 5:00 p.m. (Toronto Time) on the date that is 90 days following the Closing Date;

"**Escrow Release Notice**" means the notice delivered by the Company to each of the Escrow Agent and Beacon providing notice of the Acquisition Closing and certifying the satisfaction of the Escrow Release Conditions in accordance with the Subscription Receipt Agreement;

"**Final Receipt**" means the Passport Receipt for the Prospectus;

"**Financial Statements**" means, collectively, the (i) audited consolidated financial statements of the Company incorporated by reference in the Offering Documents as at and for the financial year ended March 31, 2016 (which financial statements include comparative financial information for the 2015 financial year), together with the report of MNP LLP on those financial statements, and including the notes with respect to those financial statements; and (ii) the unaudited condensed consolidated interim financial statements of the Company incorporated by reference in the Offering Documents as at and for the six months ended September 30, 2016 (which financial statements include comparative financial information for the comparable period in 2015), and including the notes with respect to those financial statements;

"**Governmental Authority**" means and includes, without limitation, any national, federal, provincial, state or municipal government or other political subdivision of any of the foregoing, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing;

"**Governmental Licences**" has the meaning ascribed thereto in Section 8(yy) of this Agreement;

"**IFRS**" means International Financial Reporting Standards as issued by the International Accounting Standards Board, which were adopted by the Canadian Accounting Board as Canadian generally accepted accounting principles applicable to publicly accountable enterprises;

"**Indemnified Parties**" and **"Indemnified Party**" have the meanings ascribed thereto in Section 13(a) of this Agreement;

"**Initial Subscription Receipt Shares**" means the Common Shares to be issued upon the exchange of the Initial Subscription Receipts;

"**Intellectual Property**" means all domestic and foreign: (a) inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto and all patents, patent applications, patent disclosures and industrial designs, together with all re-issuances, continuations, continuations-in-part, revisions, extensions and re-examinations thereof, (b) trademarks, service marks, trade dress, trading styles, logos, trade names and business names, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith and all applications, registrations and renewals in connection therewith, (c) copyrightable works, copyrights and applications, registrations and renewals in connection therewith, (d) trade secrets and confidential business information (including ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information and business and marketing plans and proposals), (e) computer systems, software, data and related documentation, (f) right, title and interest as licensee or authorized user of any of the aforementioned intellectual property, and (g) copies and tangible embodiments thereof in whatever form or medium whether now known or hereafter developed;

"**Losses**" has the meaning ascribed thereto in Section 13(a) of this Agreement;

"**Love Child Acquisition**" means the acquisition described in the Company's business acquisition report dated December 16, 2015 (the "**Love Child BAR**");

"**marketing materials**" and "**template version**" shall have their respective meanings ascribed thereto in NI 41-101;

"**Material Adverse Effect**" means any event, fact, circumstance, development, occurrence or state of affairs that is materially adverse to the business, assets (including intangible assets), affairs, operations, prospects, liabilities (contingent or otherwise), capital, properties, condition (financial or otherwise) or results of operations of the Company and the Subsidiaries, taken as a whole, whether or not arising in the ordinary course of business, or the Target or the Acquisition;

"**material change**" has the meaning ascribed thereto in the Applicable Securities Laws of the Qualifying Jurisdictions;

"**material fact**" has the meaning ascribed thereto in the Applicable Securities Laws of the Qualifying Jurisdictions;

"**Material Subsidiaries**" means (i) Life Choices Natural Food Corp., (ii) Love Child (Brands) Inc., (iii) Rolling Meadow Dairy Ltd., (iv) 1706817 Ontario Ltd., (v) The Everyday Fundraising Group, (vi) Grandview Farms Sales Ltd., (vii) GSB Investment Corp., and (viii) Central Roast Inc. and "**Material Subsidiary**" means any one of them, as the context requires or permits;

"**misrepresentation**" has the meaning ascribed thereto in the Applicable Securities Laws of the Qualifying Jurisdictions;

"**NI 44-101**" means National Instrument 44-101 – *Short Form Prospectus Distributions* of the Canadian Securities Administrators;

"**NI 51-102**" means National Instrument 51-102 – *Continuous Disclosure Obligations* of the Canadian Securities Administrators;

"**Offering Documents**" means, collectively, the Preliminary Prospectus, the Prospectus and the Supplementary Material, and also includes the Offering Memorandum and the U.S. Placement Memorandum;

"**Offering Memorandum**" means the offering memorandum of the Company used in connection with the Private Placement and attached to the Subscription Agreement;

"**OSC**" means the Ontario Securities Commission;

"**person**" means an individual, a firm, a corporation, a syndicate, a partnership, a trust, an association, an unincorporated organization, a joint venture, an investment club, a government or an agency or political subdivision thereof and every other form of legal or business entity of any nature or kind whatsoever;

"**Passport Receipt**" means a receipt issued by the OSC as principal regulator pursuant to the Passport System and which also evidences the receipt of the OSC and the deemed receipt of the Securities Commissions of the Qualifying Jurisdictions (other than Ontario) for the Preliminary Prospectus or the Prospectus, as the case may be;

"**Passport System**" means the passport system procedures provided for under National Policy 11-202 - *Process for Prospectus Reviews in Multiple Jurisdictions* of the Canadian Securities Administrators;

"**Preliminary Prospectus**" means the preliminary short form prospectus of the Company dated the date hereof relating to the qualification in all the Qualifying Jurisdictions of the distribution of the Public Securities under the Applicable Securities Laws of the Qualifying Jurisdictions, including all of the Documents Incorporated by Reference;

"**Preliminary Receipt**" means the Passport Receipt for the Preliminary Prospectus;

"**Prospectus**" means the (final) short form prospectus of the Company to be prepared in connection with the qualification in all the Qualifying Jurisdictions of the distribution of the Public Securities under the Applicable Securities Laws of the Qualifying Jurisdictions, including all of the Documents Incorporated by Reference;

"**Public Securities**" means, collectively, the Initial Public Subscription Receipts and the Additional Securities;

"**Qualification**" has the meaning ascribed thereto in Section 8(x) of this Agreement;

"**Qualifying Jurisdictions**" means all of the Provinces of Canada (other than the Province of Quebec);

"**SEDAR**" means the System for Electronic Document Analysis and Retrieval;

"**Securities Commission**" means the applicable securities commission or regulatory authority in each of the Qualifying Jurisdictions and "**Securities Commissions**" means all of them;

"**Selling Firm**" has the meaning ascribed thereto in Section 4(a) of this Agreement;

"**Standard Listing Conditions**" has the meaning ascribed thereto in Section 5(a)(v) of this Agreement;

"**Subscription Agreement**" means the subscription agreement to be entered into by the Company and the purchaser of the Private Subscription Receipts in connection with the Private Placement;

"**Subscription Receipt Agreement**" means the subscription receipt agreement to be entered into by the Company, Beacon and the Escrow Agent on or before the Closing Date, governing the terms of the Subscription Receipts;

"**Subscription Receipts**" means, collectively, the Initial Subscription Receipts and the Additional Public Subscription Receipts;

"**Subscription Receipt Shares**" means, collectively, the Initial Subscription Receipt Shares and Additional Subscription Receipt Shares;

"**Subsequent Disclosure Documents**" means any annual and/or interim financial statements, management's discussion and analysis of financial condition and results of operations, information circulars, annual information forms, material change reports or other documents issued by the Company after the date of this Agreement that are required to be incorporated by reference into the Preliminary Prospectus and/or the Prospectus;

"**Subsidiary**" means those entities that would be considered a subsidiary of the Company pursuant to the Applicable Securities Laws of the Province of Ontario and includes the Material Subsidiaries, and "**Subsidiaries**" means all of them;

"**Supplementary Material**" means, collectively, any amendment to or amendment and restatement of the Preliminary Prospectus and/or the Prospectus, and any further amendment, amendment and restatement or supplemental prospectus thereto or ancillary materials that may be filed by or on behalf of the Company under the Applicable Securities Laws of the Qualifying Jurisdictions relating to the distribution of the Public Securities thereunder;

"**Target**" means Nothing But Nature Inc.;

"**Tax Act**" means the *Income Tax Act* (Canada), together with all regulations promulgated thereunder, and including all specific proposals to amend the Tax Act publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof;

"**Taxes**" means all income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, excise taxes, property taxes, custom and land transfer taxes, duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto, including any penalty, interest or fine payable with respect thereto;

"**Term Sheets**" means, collectively, the term sheet dated December 12, 2016 and the term sheet dated December 13, 2016, relating to the Public Offering;

"**Termination Event**" means the earliest to occur of the following: (i) the Acquisition not being completed on or before the Escrow Release Deadline; (ii) the Company delivering to Beacon and the Escrow Agent a notice, executed by the Company, declaring that the Definitive Agreement has been terminated or that the Company will not be proceeding with the Acquisition; or (iii) the Company announcing to the public by way of a press release that it does not intend to proceed with the Acquisition;

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

"**U.S. Affiliates**" has the meaning given to it in Schedule "A" to this Agreement;

"**U.S. Person**" means a U.S. person as that term is defined in Rule 902(k) of Regulation S under the U.S. Securities Act;

"**U.S. Placement Memorandum**" has the meaning given to it in Schedule "A" to this Agreement;

"**U.S. Securities Act**" has the meaning given to it in Schedule "A" to this Agreement;

"**U.S. Exchange Act**" has the meaning given to it in Schedule "A" to this Agreement; and

"**Vendors**" means the holders of shares of the Target.

Other

(a) Capitalized terms used but not defined herein have the meanings ascribed to them in the Preliminary Prospectus or, upon filing of the Prospectus, the Prospectus.

(b) Any reference in this Agreement to a Section shall refer to a section of this Agreement.

(c) All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case require and the verb shall be construed as agreeing with the required word and/or pronoun.

(d) Any reference in this Agreement to "$" or to "dollars" shall refer to the lawful currency of Canada, unless otherwise specified.

(e) The following are the schedules to this Agreement, which schedules (including the representations, warranties and covenants set out therein) are deemed to be a part hereof and are hereby incorporated by reference herein:

Schedule "A" - Terms and Conditions for Compliance with U.S. Securities Laws

(f) Where any representation or warranty contained in this Agreement or any Ancillary Document is expressly qualified by reference to the "knowledge" of the Company, or where any other reference is made herein or in any Ancillary Document to the "knowledge" of the Company, it shall be deemed to refer to the actual knowledge of (i) Matthew Von Teichman, President and Chief Executive Officer, (ii) Matthew Walsh, Chief Financial Officer and Corporate Secretary, and (iii) Aaron Skelton, Vice President, Brands and Business Development, after having made due enquiry of appropriate and relevant persons and documentation (which for greater certainty shall exclude any due diligence reports or materials prepared by the Underwriters or their counsel).

2. Nature of Transaction

Each purchaser participating in the Public Offering who is resident in a Qualifying Jurisdiction shall purchase the Public Securities pursuant to the Prospectus. Each other purchaser participating in the Public Offering not resident in a Qualifying Jurisdiction, or located outside of a Qualifying Jurisdiction, shall purchase Public Securities, which have been qualified by the Prospectus in Canada, only on a private placement basis under the applicable securities laws of the jurisdiction in which the purchaser is resident or located, in accordance with such procedures as the Company and the Underwriters may mutually agree, acting reasonably, in order to fully comply with Applicable Laws and the terms of this Agreement (including Schedule "A" to this Agreement with respect to offers and sales in the United States or to or for the account or benefit of U.S. Persons). The Company hereby agrees to comply with all Applicable Securities Laws on a timely basis in connection with the distribution of the Public Securities and the Company shall execute and file with the Securities Commissions all forms, notices and certificates relating to the Offering required to be filed pursuant to Applicable Securities Laws in the Qualifying Jurisdictions within the time required, and in the form prescribed, by Applicable Securities Laws in the Qualifying Jurisdictions. The Company also agrees to file within the periods stipulated under Applicable Laws outside of Canada and at the Company's expense all private placement forms required to be filed by the Company in connection with the Offering and pay all filing fees required to be paid in connection therewith so that the distribution of the Public Securities outside of Canada may lawfully occur without the necessity of filing a prospectus or any similar document under the Applicable Laws outside of Canada. The Underwriters agree to assist the Company in all commercially reasonable respects to secure compliance with all regulatory requirements in connection with the Offering, and to offer the Public Securities for sale only in the Qualifying Jurisdictions and to offer the Public Securities to purchasers in the United States or U.S. Persons and, subject to the consent of the Company, in such jurisdictions outside of the Qualifying Jurisdictions or the United States where permitted by and in accordance with Applicable Securities Laws and the applicable securities laws of such other jurisdictions, and provided that in the case of jurisdictions other than the Qualifying Jurisdictions and the United States, the Company shall not be required to become registered or file a prospectus or registration statement or similar document in such jurisdictions.

The Company shall fulfil and comply with, to the satisfaction of the Underwriters, acting reasonably, the Applicable Securities Laws required to be fulfilled or complied with by the Company in connection with the Private Placement, including filing or causing to be filed, within the time periods stipulated by Applicable Securities Laws, all forms, undertakings and other documents required to be filed by the Company thereunder in order that the distribution of the Private Subscription Receipts may lawfully occur without the necessity of filing a prospectus or similar document in Canada or any other jurisdiction, and all fees payable in connection with such filings shall be at the sole expense of the Company. The Private Subscription Receipts will not be offered in the United States.

3. Filing of Prospectus

(a) The Company shall:

(i) not later than 5:00 p.m. (Toronto time) on the date that is four Business Days following December 12, 2016 have prepared and filed the Preliminary Prospectus and other required documents with the Securities Commissions under the Applicable Securities Laws, elected to use the Passport System and designated the OSC as the principal regulator thereunder, and not later than 12:00 p.m. (Toronto time) on the date that is five Business Days following December 12, 2016, shall have obtained a Preliminary Receipt from the OSC under the Passport System which shall also evidence that a receipt has been issued or is deemed to have been issued for the Preliminary Prospectus by each of the Securities Commissions of the other Qualifying Jurisdictions; and

(ii) forthwith after any comments with respect to the Preliminary Prospectus have been received from the Securities Commissions but, in any event, not later than 5:00 p.m. (Toronto time) on December 30, 2016 (or such later date as may be agreed to in writing by the Company and Beacon on behalf of the Underwriters), have prepared and filed the Prospectus and other required documents with the Securities Commissions under the Applicable Securities Laws, elected to use the Passport System and designated the OSC as the principal regulator thereunder, and shall have obtained a Final Receipt from the OSC under the Passport System which shall also evidence that a receipt has been issued or is deemed to have been issued for the Prospectus by each of the Securities Commissions of the other Qualifying Jurisdictions and otherwise fulfilled all legal requirements to qualify the Public Securities for distribution to the public in the Qualifying Jurisdictions through the Underwriters or any other registered dealer in the applicable Qualifying Jurisdictions.

(b) During the period of distribution of the Public Securities, the Company will promptly take, or cause to be taken, any additional steps and proceedings that may from time to time be required under the Applicable Securities Laws, or reasonably requested by Beacon on behalf of the Underwriters, to continue to qualify the distribution of the Public Securities.

(c) Prior to the filing of the Preliminary Prospectus and the Prospectus and thereafter, during the period of distribution of the Public Securities, including prior to the filing of any Supplementary Material, the Company shall have allowed the Underwriters to review and comment on such documents and shall have allowed the Underwriters to conduct all due diligence investigations (including through the conduct of oral due diligence sessions at which management of the Company, the chair of the Company's audit committee, its current and former auditors, the Additional Auditors, legal counsel, a member of senior management of the Target and other applicable experts) which they may reasonably require in order to fulfill their obligations as underwriters in order to enable them to execute the certificate required to be executed by them at the end of the Offering Documents.

4. Distribution and Certain Obligations of Underwriters regarding the Public Offering

(a) The Underwriters shall, and shall require any investment dealer (other than the Underwriters) with which the Underwriters have a contractual relationship in respect of the distribution of the Public Securities (each, a "**Selling Firm**") to agree to, comply with the Applicable Securities Laws in connection with the distribution thereof and shall offer the Public Securities for sale to the public directly and through Selling Firms upon the terms and conditions set out in the Prospectus and this Agreement. The Underwriters shall, and shall require any Selling Firm to agree to, offer for sale to the public and sell the Public Securities only in those jurisdictions where they may be lawfully offered for sale or sold and shall seek the prior consent of the Company, such consent not to be unreasonably withheld, regarding the jurisdictions other than the Qualifying Jurisdictions and the United States where the Public Securities are to be offered and sold. The Underwriters shall: (i) use all commercially reasonable efforts to complete and cause each Selling Firm to complete the distribution of the Public Securities as soon as reasonably practicable but in any event no later than 42 days after the date of the Final Receipt; and (ii) as soon as practicable after the completion of the distribution of the Public Securities, and in any event within 30 days after the later of the Closing Date or the last Option Closing Date, notify the Company thereof and provide the Company with a breakdown of the number of Public Securities distributed in the Qualifying Jurisdictions.

(b) The Underwriters and any Selling Firm shall be entitled to offer and sell the Initial Subscription Receipts and Additional Securities in respect of the Public Offering to purchasers in the United States or to or for the account or benefit of U.S. Persons solely pursuant to an applicable exemption or exemptions from the registration requirements of the U.S. Securities Act, and in other jurisdictions in accordance with any applicable securities and other laws in the jurisdictions in which the Underwriters and/or Selling Firms offer the Public Securities. Any offer or sale of the Initial Subscription Receipts and Additional Securities to purchasers in the United States or U.S. Persons will be made in accordance with Schedule "A" hereto.

(c) For the purposes of this Section 4, the Underwriters shall be entitled to assume that the Public Securities are qualified for distribution in any Qualifying Jurisdiction where a Passport Receipt or similar document for the Prospectus shall have been obtained from or deemed issued by the applicable Securities Commission (including a Final Receipt for the Prospectus issued under the Passport System) following the filing of the Prospectus unless otherwise notified in writing.

(d) During the distribution of the Public Securities, other than the Offering Documents, the press releases announcing the Offering and the increase in size of the Offering and the Term Sheets (each of which Term Sheets the Company and the Underwriters agree is a “template version” within the meaning of NI 44-101 of such marketing materials), the Underwriters shall not provide any potential investor with any materials or written communication in relation to the distribution of such Public Securities. The Company and the Underwriters, on a several basis, covenant and agree (i) not to provide any potential investor of Public Securities with any marketing materials unless a template version of such marketing materials has been filed by the Company with the Securities Commissions on or before the day such marketing materials are first provided to any potential investor of Public Securities, (ii) not to provide any potential investor in the Qualifying Jurisdictions with any materials or information in relation to the distribution of the Public Securities or the Company other than (a) such marketing materials that have been approved and filed in accordance with NI 44-101, (b) the Preliminary Prospectus, the Prospectus and any Supplementary Material, and (c) any “standard term sheets” (within the meaning of Applicable Securities Laws) approved in writing by the Company and Beacon on behalf of the Underwriters, and (iii) that any marketing materials approved and filed in accordance with NI 44-101 and any standard term sheets approved in writing by the Company and Beacon on behalf of the Underwriters, shall only be provided to potential investors in the Qualifying Jurisdictions.

(e) Notwithstanding the foregoing provisions of this Section 4, an Underwriter will not be liable to the Company under this Section 4 or Schedule “A” with respect to a default under this Section 4 or Schedule “A” by another Underwriter or another Underwriter’s U.S. Affiliate. However, each Underwriter shall be liable to the Company under this Section 4 or Schedule “A” with respect to any breach by it or its U.S. Affiliate of this Section 4 or of the selling restrictions set forth in Schedule “A”.

5. Deliveries on Filing and Related Matters

(a) The Company shall deliver to each of the Underwriters:

(i) concurrently with the filing of each of the Preliminary Prospectus and the Prospectus, as the case may be, a copy of each of the Preliminary Prospectus and Prospectus, as the case may be, signed by the Company as required by Applicable Securities Laws;

(ii) concurrently with the filing thereof, a copy of any Supplementary Material required to be filed by the Company in compliance with Applicable Securities Laws;

(iii) concurrently with the filing of the Prospectus with the Securities Commissions, “long form” comfort letters dated the date of the Prospectus, in form and substance satisfactory to the Underwriters, acting reasonably, addressed to the

Underwriters and the directors of the Company from the current auditor of the Company and the Additional Auditors with respect to the Financial Statements, the financial statements included in the Love Child BAR and in the Central Roast BAR, and other financial and accounting information relating to the Company and the Target contained or incorporated by reference in the Prospectus or in the Disclosure Record, which letters shall be based on a review by such auditors within a cut-off date and based on a review of not more than two Business Days prior to the date of the letters, which letters shall be in addition to any auditors' comfort and consent letters addressed to the Securities Commissions in the Qualifying Jurisdictions;

(iv) as soon as possible after the Preliminary Prospectus, the Prospectus and any Supplementary Material are prepared, copies of the U.S. Placement Memorandum;

(v) prior to the filing of the Prospectus with the Securities Commissions, copies of correspondence demonstrating that the listing and posting for trading on the TSXV of the Subscription Receipt Shares and Additional Common Shares has been approved subject only to the satisfaction by the Company of such customary and standard post-closing conditions imposed by the TSXV in similar circumstances and set forth in a letter of the TSXV addressed to the Company (the "**Standard Listing Conditions**"); and

(vi) copies of all other documents resulting or related to the Company taking all other steps and proceedings that may be necessary in order to qualify the Public Securities for distribution in each of the Qualifying Jurisdictions by the Underwriters and other persons who are registered in a category permitting them to distribute the Public Securities under Applicable Securities Laws and who comply with such Applicable Securities Laws.

(b) ***Supplementary Material***

If applicable, the Company shall also prepare and deliver promptly to the Underwriters signed copies of all Supplementary Material. Concurrently with the delivery of any Supplementary Material or the incorporation or deemed incorporation by reference in the Prospectus of any Subsequent Disclosure Document, the Company shall deliver to the Underwriters, with respect to such Supplementary Material or Subsequent Disclosure Document, a comfort letter from the Company's current auditor and the Additional Auditors substantially similar to the letters referred to in Section 5(a)(iii).

(c) ***Representations as to Prospectus and Supplementary Material***

Each delivery to any Underwriter of any Offering Document by the Company shall constitute the representation and warranty of the Company to the Underwriters that:

(i) all information and statements (except information and statements relating solely to and provided in writing by the Underwriters for inclusion in the Preliminary Prospectus, the Prospectus or any Supplementary Material) contained and incorporated by reference in such Offering Documents, are, at the respective dates, and, if applicable, the respective dates of filing, of such Offering Documents, true and correct in all material respects and contain no misrepresentation and, on the respective dates of such Offering Documents, constitute full, true and plain disclosure of all material facts relating to the Company and the Public Securities as required by Applicable Securities Laws of the Qualifying Jurisdictions;

(ii) no material fact or information (except information and facts or information relating solely to and provided in writing by the Underwriters for inclusion in the Preliminary Prospectus, the Prospectus or any Supplementary Material) has been omitted from any Offering Document which is required to be stated therein or is necessary to make the statements therein not misleading in the light of the circumstances in which they were made; and

(iii) except with respect to any information relating solely to the Underwriters and provided in writing by the Underwriters for inclusion in the Preliminary Prospectus, the Prospectus or any Supplementary Material, each of such Offering Documents complies with the requirements of the Applicable Securities Laws of the Qualifying Jurisdictions.

Such deliveries shall also constitute the Company's consent to the Underwriters' and any Selling Firm's use of the Offering Document in connection with the distribution of the Public Securities in compliance with this Agreement.

(d) ***Delivery of Prospectus and Related Matters***

The Company will cause to be delivered to the Underwriters, at those delivery points as the Underwriters reasonably request, as soon as possible and in any event no later than 12:00 noon (Toronto time) on the next Business Day (or by 12:00 noon (Toronto time) on the second Business Day for deliveries outside of Toronto), in each case following the day on which the Company has obtained (i) the Preliminary Receipt for the Preliminary Prospectus, and (ii) the Final Receipt for the Prospectus, and thereafter from time to time during the distribution of the Public Securities, as many commercial copies of the Preliminary Prospectus, the Prospectus and/or the U.S. Placement Memorandum, as applicable, as the Underwriters may reasonably request. Each delivery of any of the Offering Documents will have constituted or will constitute, as the case may be, consent of the Company to the use by the Underwriters and any Selling Firms of those documents in connection with the distribution and sale of the Public Securities in all of the Qualifying Jurisdictions and of the U.S. Placement Memorandum for the distribution of the Public Securities to purchasers in the United States or U.S. Persons in compliance with the provisions of Schedule "A".

(e) ***Press Releases***

Neither the Company, nor the Underwriters, shall make any public announcement in connection with the Offering or the Acquisition, except if the other party has consented to such announcement or the announcement is required by applicable laws or stock exchange rules. For greater certainty, during the period commencing on the date hereof and until completion of the distribution of the Offered Securities, the Company will promptly provide to the Underwriters drafts of any press releases of the Company for review and comment by the Underwriters and the Underwriters' counsel prior to issuance, provided that any such review will be completed in a timely manner, and the Company will incorporate in such press releases all reasonable comments of the

Underwriters. To deal with the possibility that the Public Securities may be offered and sold to United States purchasers, any such press release shall contain the following legend and comply with Rule 135e under the U.S. Securities Act: "NOT FOR DISTRIBUTION TO UNITED STATES NEWS WIRE SERVICES OR FOR DISSEMINATION IN THE UNITED STATES."

(f) ***Offering Memorandum***

The Company shall not distribute any amendment to the Offering Memorandum or any documents relating thereto in relation to the Private Placement without first consulting with the Underwriters with respect to the form and content thereof and providing the Underwriters a reasonable opportunity to review and comment thereon.

6. Material Change

(a) The Company shall promptly inform the Underwriters (and promptly confirm such notification in writing) during the period prior to the Underwriters notifying the Company of the completion of the distribution of the Offered Securities in accordance with Section 4(a) hereof of the full particulars of:

(i) any material change whether actual, anticipated, contemplated, threatened or proposed in the Company or any Subsidiary or in any of their respective businesses, assets (including intangible assets), affairs, operations, prospects, liabilities (contingent or otherwise), capital, assets, properties, condition (financial or otherwise) or results of operations or in the Offering or the Acquisition;

(ii) any material fact which has arisen or has been discovered or any new material fact that would have been required to have been stated in the Offering Documents had that fact arisen or been discovered on or prior to the date of any of the Offering Documents; or

(iii) any change in any material fact (which for the purposes of this Agreement shall be deemed to include the disclosure of any previously undisclosed material fact) contained or incorporated by reference in the Offering Documents or whether any event or state of facts has occurred after the date hereof, which, in any case, is, or may be, of such a nature as to render any of the Offering Documents untrue or misleading in any material respect or to result in any misrepresentation in any of the Offering Documents, including as a result of any of the Offering Documents containing or incorporating by reference therein an untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary to make any statement therein not false or not misleading in the light of the circumstances in which it was made, or which could result in any of the Offering Documents not complying with the Applicable Securities Laws of any Qualifying Jurisdiction.

(b) Subject to Section 6(d), the Company will prepare and file promptly (and, in any event, within the time prescribed by Applicable Securities Laws) any Supplementary Material which may be necessary under the Applicable Securities Laws, and the Company will prepare and file promptly at the request of the Underwriters any Supplementary Material which, in the opinion of the Underwriters, acting reasonably, may be necessary or advisable, and will otherwise comply with all legal requirements necessary, to continue to qualify the Public Securities for distribution in each of the Qualifying Jurisdictions.

(c) During the period commencing on the date hereof until the Underwriters notify the Company of the completion of the distribution of the Offered Securities, the Company will promptly inform the Underwriters in writing of the full particulars of:

(i) any request of any Securities Commission for any amendment to any Offering Document or for any additional information in respect of the Offering, the Company or the Acquisition;

(ii) the receipt by the Company of any material communication, whether written or oral, from any Securities Commission, the TSXV or any other competent authority, relating to the Preliminary Prospectus, the Prospectus, the distribution of the Offered Securities, the Company or the Acquisition;

(iii) any notice or other correspondence received by the Company from any Governmental Authority and any requests from such bodies for information, a meeting or a hearing relating to the Company, any Material Subsidiary, the Offering, the issue and sale of the Offered Securities or any other event or state of affairs that could, individually or in the aggregate, have a Material Adverse Effect; or

(iv) the issuance by any Securities Commission, the TSXV or any other competent authority, including any other Governmental Authority, of any order to cease or suspend trading or distribution of any securities of the Company or of the institution, threat of institution of any proceedings for that purpose or any notice of investigation that could potentially result in an order to cease or suspend trading or distribution of any securities of the Company.

(d) In addition to the provisions of Sections 6(a), 6(b) and 6(c) hereof, the Company shall in good faith discuss with the Underwriters any circumstance, change, event or fact contemplated in Sections 6(a), 6(b) or 6(c) which is of such a nature that there is or could be reasonable doubt as to whether notice should be given to the Underwriters under Sections 6(a), 6(b) or 6(c) hereof and shall consult with the Underwriters with respect to the form and content of any Supplementary Material proposed to be filed by the Company, it being understood and agreed that no such Supplementary Material shall be filed with any Securities Commission prior to the review and approval thereof by the Underwriters and their counsel, acting reasonably.

7. Regulatory Approvals

(a) Prior to the filing of the Prospectus with the Securities Commissions, the Company shall file or cause to be filed with the TSXV all necessary documents and shall take or cause to be taken all necessary steps to ensure that the Company has obtained all necessary approvals for the Subscription Receipt Shares and Additional Common Shares to be conditionally listed on the TSXV subject only to the Standard Listing Conditions.

(b) The Company will make all necessary filings and obtain all necessary regulatory consents and approvals (if any), and the Company will pay all filing, exemption and other fees required to be paid in connection with the transactions contemplated in this Agreement.

8. Representations and Warranties of the Company

The Company represents and warrants to the Underwriters, and acknowledges that the Underwriters are relying on such representations and warranties in purchasing the Offered Securities, that:

(a) the Company: (i) has been duly incorporated, amalgamated, continued or organized and is validly existing as a corporation in good standing under the laws of the Province of Ontario, and has the corporate power, capacity and authority to own, lease and operate its property and assets, to conduct its business as now conducted and as currently proposed to be conducted and to carry out its obligations under this Agreement, the Subscription Receipt Agreement and the Definitive Agreement; and (ii) where required, has been duly qualified as an extra-provincial or foreign corporation for the transaction of business and is in good standing under the laws of each jurisdiction in which it owns or leases property, or conducts any business;

(b) other than the Material Subsidiaries, the Company has no subsidiary and no investment in any person which in either case is or could be material to the business and affairs of the Company. Other than the Material Subsidiaries, the other Subsidiaries are inactive and do not carry on, and have not carried on, any business or operations. The Company is the direct or indirect registered and beneficial owner of all of the issued and outstanding shares of or other voting securities in each Subsidiary, in each case, except as disclosed in the Documents Incorporated by Reference, free and clear of all encumbrances, liens, mortgages, hypothecations, security interests, charges or adverse interests whatsoever, and no person, firm, corporation or entity has any agreement, option, right or privilege (whether pre-emptive or contractual) capable of becoming an agreement or option, for the purchase from the Company or any Subsidiary of any of the shares or other securities of any Subsidiary;

(c) each Material Subsidiary: (i) has been duly incorporated, amalgamated, continued or organized and is validly existing as a corporation or limited liability company in good standing under the laws of its jurisdiction of incorporation, amalgamation, continuation or organization and has the corporate power, capacity and authority to own, lease and operate its property and assets, to conduct its business as now conducted and as currently proposed to be conducted and to carry out the provisions hereof; and (ii) where required, has been duly qualified as an extra-provincial or foreign corporation for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases property, or conducts any business, and is not precluded from carrying on business or owning property in such jurisdictions by any other commitment, agreement or document;

(d) the Company and each Subsidiary (i) have each conducted and have each been conducting their business in material compliance with all Applicable Laws of each jurisdiction in which its business is carried on or in which its services are provided and has not received a notice of non-compliance, nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such Applicable Laws, (ii) are not in breach or violation of any judgment, order or decree of any Governmental Authority or court having jurisdiction over the Company or any Subsidiary, as applicable, and (iii) hold all, and are in substantial compliance with all, Governmental Licences that are material to the conduct of the business of the Company and the Material Subsidiaries and required to carry on their business as now conducted;

(e) neither the Company nor any Subsidiary has been served with or otherwise received notice of any legal proceeding, action, suit or inquiry or governmental proceedings and there are no legal proceedings, actions, suits, or inquiries or governmental proceedings (whether or not purportedly on behalf of the Company) pending to which the Company or any Subsidiary is a party or of which any property or assets of the Company or any Subsidiary is the subject which is reasonably likely, individually or in the aggregate, to have a Material Adverse Effect, or which might reasonably be expected to materially and adversely affect the consummation by the Company of the transactions contemplated by this Agreement or the Definitive Agreement, and, to the knowledge of the Company, no such proceedings, actions, suits or inquiries have been threatened or contemplated by any Governmental Authority or any other persons;

(f) the Company owns no real property; any real property or building held under lease by the Company or any Subsidiary is held by it under valid and subsisting leases and/or temporary occupations enforceable against the respective lessors and/or owners thereof with the exclusive right to occupy and use such premises, subject to such exceptions as are not material, individually or in the aggregate, to the Company;

(g) except as disclosed in the Offering Documents, no property rights are necessary for the conduct of the business of the Company or the Subsidiaries as currently conducted, none of the Company nor the Subsidiaries is aware of any claim or the basis for any claim that might or could adversely affect the right thereof to use, transfer or otherwise exploit such property rights once acquired and none of the Company nor any Subsidiary has any responsibility or obligation to pay any commission, royalty, licence fee or similar payment to any person with respect to the property rights thereof;

(h) any and all of the agreements and other documents and instruments pursuant to which the Company or the Subsidiaries hold the property and assets thereof are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with the terms thereof (except as may be qualified by the Qualification); neither the Company nor any Subsidiary is in default of any of the material provisions of any such agreements, documents or instruments nor, to the Company's knowledge, has any such default been alleged, and such properties and assets are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated; all leases, licences and claims pursuant to which the Company and the Subsidiaries derive the interests thereof in such property and assets are in good standing and there has been no material default under any such lease, licence or claim and all Taxes required to be paid with respect to such properties and assets to the date hereof have been paid;

(i) any and all operations of the Company and the Subsidiaries, and to the best of the Company's knowledge, any and all operations by predecessors, on or in respect of the assets and properties of the Company and the Subsidiaries have been conducted substantially in accordance with good industry practices in the jurisdiction of operation and in material compliance with Applicable Laws and orders, judgments, decrees and directions of Governmental Authorities and other competent authorities;

(j) the Financial Statements:

(i) have been prepared in accordance with Applicable Securities Laws and IFRS, applied on a consistent basis throughout the periods referred to therein, except as otherwise disclosed therein;

(ii) present fairly, in all material respects, the financial position and condition of the Company and the Subsidiaries on a consolidated basis as at the respective dates thereof and the results of its operations and the changes in its shareholder's equity and cash flows for the periods then ended, and do not contain a misrepresentation; and

(iii) have been audited (in the case of the annual financial statements comprising the Financial Statements) or will have been reviewed by the time of the filing of the Prospectus (in the case of the interim financial statements comprising the Financial Statements) by independent public accountants within the meaning of Applicable Securities Laws and the rules of the Chartered Professional Accountants of Canada;

(k) to the best of the Company's knowledge each of the respective financial statements relating to the Central Roast Acquisition and the Love Child Acquisition included or incorporated by reference in the Offering Documents have been prepared in accordance with Canadian accounting standards for private enterprises and present fairly in all material respects the respective consolidated financial position and results of operations of the companies acquired pursuant to the Central Roast Acquisition and the Love Child Acquisition as at their respective dates;

(l) to the best of the Company's knowledge, information and belief, all material receivables recorded on the books of the Company are bona fide and are good and collectible without set off or counterclaim;

(m) all material bonuses, commissions, salaries and other amounts owing to employees of the Company and the Subsidiaries are reflected in the Financial Statements or otherwise have been incurred since September 30, 2016 in the ordinary course of business of the Company and have been accrued in the books of account of the Company;

(n) there has not been any "disagreement" or "reportable event" (within the respective meanings of NI 51-102) with the current auditors or any former auditors of the Company during the past five financial years;

(o) to the extent required by a "venture issuer" under Applicable Securities Laws, the Company has established and maintains a system of disclosure controls and procedures and internal control over financial reporting, and has: (i) designed such disclosure controls and procedures, or caused them to be designed under management's supervision, to provide reasonable assurance that material information relating to the Company and the Subsidiaries is made known to management by others, particularly during the period in which the financial statements are being prepared; and (ii) designed such internal control over financial reporting, or caused it to be designed under management's supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS;

(p) there are no material liabilities of the Company whether direct, indirect, absolute, contingent or otherwise which are not disclosed or reflected in the Financial Statements;

(q) the audit committee's responsibilities and composition comply with National Instrument 52-110 - *Audit Committees* of the Canadian Securities Administrators, as such instrument applies to "venture issuers";

(r) none of the directors, officers or shareholders who beneficially own, directly or indirectly, or exercise control or direction over, more than 10% of the outstanding Common Shares or any known associate or affiliate of any such person, had or has any material interest, direct or indirect, in any transaction or any proposed transaction (including, without limitation, any loan made to or by any such person) with the Company or any Subsidiary which, as the case may be, materially affects, is material to or will materially affect the Company and its Subsidiaries on a consolidated basis;

(s) (i) the Company and each Material Subsidiary has duly and on a materially timely basis filed all foreign, federal, state, provincial and municipal tax returns required to be filed by it; (ii) the Company and each Subsidiary has paid all Taxes due and payable by the Company and the Subsidiaries, respectively, and has paid all assessments and reassessments and all other Taxes due and payable by it and which are claimed by any Governmental Authority to be due and owing and adequate provision has been made for Taxes payable for any completed fiscal period for which tax returns are not yet required to be filed; (iii) there are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any tax return or payment of any Taxes, governmental charge or deficiency by the Company or by any Subsidiary; (iv) there are no actions, suits, proceedings, investigations or claims pending or, to the knowledge of the Company, threatened, against the Company or any Subsidiary in respect of Taxes; and (v) there are no matters under discussion with any Governmental Authority relating to Taxes asserted by any such authority, other than matters that are immaterial to the Company and the Subsidiaries taken as a whole;

(t) the Company (i) is a reporting issuer in all of the Provinces of Canada (other than the Province of Quebec) and (ii) the Company is not in default under the Applicable Securities Laws of any of such Qualifying Jurisdictions and is not on the list of defaulting issuers maintained by any Securities Commission in such Qualifying Jurisdictions;

(u) the Company is in compliance with its timely and continuous disclosure obligations under the Applicable Securities Laws and the policies, rules and regulations of the TSXV and, without limiting the generality of the foregoing, there has not occurred any material change (actual, anticipated, contemplated, threatened, financial or otherwise) in the business, assets (including intangible assets), affairs, operations, prospects, liabilities (contingent or otherwise), capital, properties, condition (financial or otherwise), results of operations or control of the Company and the Subsidiaries taken as a whole since September 30, 2016 which has not been set forth in the Offering Documents or otherwise publicly disclosed on a non-confidential basis, and the Company has not filed any confidential material change report which remains confidential as at the date hereof;

(v) to the knowledge of the Company, no agreement is in force or effect which in any manner affects the voting or control of any of the securities of the Company or any Subsidiary;

(w) the authorized and issued Common Shares of the Company is as disclosed in the Offering Documents under the heading "Consolidated Capitalization" and all such issued Common Shares are validly issued and outstanding, and no person, firm or corporation has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming such a right, agreement or option or privilege (whether pre-emptive or contractual), for the issue or allotment of any unissued shares in the capital of the Company or any Subsidiary or any other security convertible into or exchangeable for any such shares, or to require the Company or any Subsidiary to purchase, redeem or otherwise acquire any of the outstanding securities in the capital of the Company or any Subsidiary, except as disclosed in the Offering Documents in respect of the Company;

(x) the execution and delivery of this Agreement and the Binding MOU and, once entered into, the Subscription Receipt Agreement, the Subscription Agreement and the Definitive Agreement, and the performance of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action of the Company and this Agreement, the Subscription Receipt Agreement, the Subscription Agreement, the Binding MOU and the Definitive Agreement have been or will prior to the Closing Time be duly executed and delivered by the Company, and this Agreement, the Subscription Receipt Agreement, the Subscription Agreement and the Definitive Agreement each constitute (or will at the Closing Time constitute) a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, provided that enforcement thereof may be limited by laws affecting creditors' rights generally, that specific performance and other equitable remedies may only be granted in the discretion of a court of competent jurisdiction and that the provisions relating to indemnity, contribution and waiver of contribution may be unenforceable (the "**Qualification**");

(y) the execution and delivery of this Agreement, the Subscription Receipt Agreement, the Subscription Agreement, the Binding MOU and the Definitive Agreement, the fulfillment of the terms hereof and thereof by the Company and the issuance, sale and delivery of the Offered Securities to be issued and sold by the Company do not and will not:

(i) require the consent, approval, authorization, registration or qualification of or with any Governmental Authority, stock exchange, Securities Commission or other third party, except such as have been obtained or will be obtained in a timely manner prior to Closing under Applicable Securities Laws or stock exchange regulations;

(ii) result in a breach of or default under, and do not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of or default under, and do not and will not conflict with:

A. any of the terms, conditions or provisions of the articles, by laws or resolutions of the shareholders, directors or any committee of directors of the Company or any Subsidiary;

B. any indenture, agreement or instrument to which the Company or any Subsidiary is a party or by which it or they are contractually bound; or

C. any Applicable Laws, including, without limitation, the Applicable Securities Laws, or any judgment, order, direction or decree of any Governmental Authority or court having jurisdiction over the Company or any Subsidiary; or

(iii) affect the rights, duties and obligations of any parties to any indenture, agreement or instrument to which the Company or any Subsidiary is a party, nor give a party the right to terminate any such indenture, agreement or instrument by virtue of the application of terms, provisions or conditions in such indenture, agreement or instrument;

(z) the Company has the corporate power, capacity and authority to issue the Offered Securities; the Offered Securities have been duly authorized, allotted and reserved for issuance and, at the applicable Closing Time:

(i) the Initial Subscription Receipts and, if applicable, the Additional Securities will be duly and validly issued and outstanding as fully paid and non-assessable securities in the capital of the Company; and

(ii) the Initial Subscription Receipts, and, if applicable, the Additional Securities, will not have been issued in violation of or subject to any pre-emptive or contractual rights to purchase securities issued or granted by the Company;

(aa) all statements made in the Offering Documents describing the Offered Securities and the attributes thereof are complete and accurate in all material respects;

(bb) there is no legislation or governmental regulations in effect or, to the knowledge of the Company, proposed which materially and adversely affect the business, assets (including intangible assets), affairs, operations, prospects, liabilities (contingent or otherwise), capital, properties, condition (financial or otherwise) or results of operations of the Company or any Subsidiary or, to the knowledge of the Company, the Target, other than legislation or governmental regulations which the Company is already in material compliance with;

(cc) (i) no default exists under and no event has occurred which, after notice or lapse of time or both, or otherwise, constitutes a default under or breach of, by the Company, any Subsidiary, or any other person, any material obligation, agreement, covenant or condition contained in any material contract (including the Definitive Agreement), indenture, trust, deed, mortgage, loan agreement, note, lease or other agreement or instrument to which the Company or any Subsidiary is a party or by which it or any of its properties may be bound; and (ii) no order, ruling or determination having the effect of suspending the sale or ceasing the trading of the Offered Securities, the Subscription Receipt Shares, the Additional Common Shares, the Common Shares or any other security of the Company has been issued or made by any Securities Commission or stock exchange or any other regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or, to the knowledge of the Company, are contemplated or threatened by any such authority or under any Applicable Securities Laws;

(dd) except for the Underwriters as provided herein, there is no person, firm or corporation acting for the Company entitled to any brokerage or finder's fee or other similar fee in connection with this Agreement or any of the transactions contemplated hereunder;

(ee) the Company has filed a current annual information form in the form prescribed by NI 51-102 in each of the Qualifying Jurisdictions prior to the date of this Agreement; the Company is as of the date hereof an Eligible Issuer in the Qualifying Jurisdictions and, on the dates of and upon filing of the Preliminary Prospectus and Prospectus, will be an Eligible Issuer in the Qualifying Jurisdictions and there will be no documents required to be filed under the Applicable Securities Laws in connection with the Offering of the Offered Securities that will not have been filed as required as at those respective dates;

(ff) the Company has filed all documents forming the Disclosure Record on a timely basis, except for any failure to file on a timely basis which is not material. As of their respective dates, the documents forming the Disclosure Record complied in all material respects with the requirements of the Applicable Securities Laws, and none of the documents forming the Disclosure Record, when filed, contained any misrepresentation, which has not been corrected by the filing of a subsequent document which forms part of the Disclosure Record;

(gg) the Public Securities qualify as eligible investments as described in the Preliminary Prospectus under the heading "Eligibility for Investment". The Private Subscription Receipts and the Common Shares into which they are exchangeable also qualify as eligible investments and the statements made in the Preliminary Prospectus under the heading "Eligibility for Investment" apply *mutatis mutandis* to such Offered Securities. The Company will not take or permit any action within its control which would cause the Offered Securities to cease to be qualified, during the period of distribution of the Public Securities, as eligible investments to the extent so described in the Prospectus;

(hh) the minute books and records of each of the Company and the Material Subsidiaries made available to counsel for the Underwriters in connection with its due diligence investigation of the Company and the Material Subsidiaries for the periods from its date of incorporation to the date of examination thereof are all of the minute books and records of the Company and the Material Subsidiaries and contain copies of all material proceedings (or certified copies thereof) of the shareholders, the boards of directors and all committees of the boards of directors of the Company and the Material Subsidiaries to the date of review of such corporate records and minute books and there have been no other meetings, resolutions or proceedings of the shareholders, board of directors or any committees of the board of directors of the Company and the Material Subsidiaries to the date of review of such corporate records and minute books not reflected in such minute books and other records, other than those which are not material to the Company or any Material Subsidiary;

(ii) the Company and the Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts, if any, as are prudent and customary in the businesses in which they are engaged, and the Company has no reason to believe that it will not be able to renew the existing insurance coverage of the Company and the Subsidiaries, if any, 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 as would not have a Material Adverse Effect;

(jj) the Company and the Subsidiaries:

(i) and the property, assets and operations thereof comply, and have complied, in all material respects with all applicable "**Environmental Laws**" (which term means and includes, without limitation, any and all Applicable Laws relating to the environment, occupational health and safety, or any "**Environmental Activity**" (which term means and includes, without limitation, any past, present or future activity, event or circumstance by or in respect of a "**Contaminant**" (which term means and includes, without limitation, any pollutants, hazardous wastes, hazardous materials, hazardous substances or contaminants or any other matter (including any of the foregoing), which is defined or described as such pursuant to any such applicable Environmental Laws), during the time such property, assets and operations were under the control of the Company or a Subsidiary, and to the actual knowledge of the Company without inquiry, prior to the time such property, assets and operations were under the control of the Company or a Subsidiary, including, without limitation, the storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation thereof, or the release, escape, leaching, dispersal or migration thereof into the natural environment, including the movement through or in the air, soil, surface water or groundwater));

(ii) have not received any notice of any material claim, judicial or administrative proceeding, pending or, to the knowledge of the Company, threatened against, or which may materially adversely affect, the Company, the Subsidiaries or any of the property, assets or operations thereof, relating to, or alleging any violation of any Environmental Laws, the Company is not aware of any facts which could give rise to any such claim or judicial or administrative proceeding and, to the Company's knowledge, neither the Company nor any Subsidiary, nor any of the property, assets or operations of either of them, is the subject of any investigation, evaluation, audit or review by any Governmental Authority to determine whether any violation of any Environmental Laws has occurred or is occurring or whether any remedial action is needed in connection with a release of any Contaminant into the environment, except for compliance investigations conducted in the normal course by any Governmental Authority;

(iii) have not given or filed any notice under any federal, state, provincial or local law with respect to any Environmental Activity, the Company and the Subsidiaries do not, to the Company's knowledge, have any liability (whether contingent or otherwise) in connection with any Environmental Activity and no notice has been given under any federal, state, provincial or local law or of any liability (whether contingent or otherwise) with respect to any Environmental Activity relating to or affecting either the Company or the Subsidiaries or the property, assets, business or operations of any of them;

(iv) have not stored any hazardous or toxic waste or toxic substance on the property thereof and have not disposed of any hazardous or toxic waste, in each case in a manner contrary to any Environmental Laws, and, to the Company's knowledge, there are no Contaminants on any of the premises at which the Company or the Subsidiaries carry on business, in each case other than in compliance with Environmental Laws; and

(v) are not subject to any contingent or other liability relating to the restoration or rehabilitation of land, water or any other part of the environment or non-compliance with Environmental Laws;

(kk) the Company and the Subsidiaries are in compliance, in all material respects, with all Applicable Laws respecting employment and employment practices, terms and conditions of employment, pay equity and wages, and neither the Company nor any Subsidiary has engaged in any unfair labour practice; there is no labour strike, dispute, slowdown, stoppage, complaint or grievance pending or, to the best of the knowledge of the Company after due inquiry, threatened against the Company or a Subsidiary; no union representation question exists respecting the employees of the Company or a Subsidiary and no collective bargaining agreement is in place or currently being negotiated by the Company or a Subsidiary; neither the Company nor a Subsidiary has received any notice of any material unresolved matter and there are no material outstanding orders under the *Employment Standards Act* (Ontario), the *Human Rights Code* (Ontario), the *Occupational Health and Safety Act* (Ontario) or the *Workers' Compensation Act* (Ontario) or any other similar legislation in any jurisdiction in which the Company or a Subsidiary carries on business; no employee has any agreement as to the length of notice required to terminate his or her employment with the Company or a Subsidiary in excess of twelve months or equivalent compensation and all benefit or pension plans of the Company and the Subsidiaries are funded in accordance with Applicable Laws and no past service funding liability exist thereunder;

(ll) the Company and the Subsidiaries own or have the right to use all of the material Intellectual Property owned or used by them as of the date hereof and the only Intellectual Property that is material to the Company or the conduct of the business of the Company or the Subsidiaries is as described in the Prospectus or the Documents Incorporate by Reference;

(mm) the Company and the Subsidiaries have not granted any third party any license, sublicense agreement or other permission with respect to any of the Company's or the Subsidiaries' material Intellectual Property or the use of any of the Company's or the Subsidiaries' material Intellectual Property except for non-exclusive licenses granted to customers of the Company in connection with the use of the Company's or the Subsidiaries' products in the ordinary course of business;

(nn) the Company and the Subsidiaries have taken all actions commercially reasonable to maintain and protect all of the material Intellectual Property owned by them. The Company and the Subsidiaries do not use any item of Intellectual Property pursuant to a license or sublicense, except as disclosed in the Documents Incorporated by Reference;

(oo) to the knowledge of the Company, no third party has interfered with, infringed upon, misappropriated or otherwise come into conflict with any of the Company's or the Subsidiaries' material Intellectual Property;

(pp) to the knowledge of the Company, its business as presently conducted does not, and the Company has not, interfered with, infringed upon, misappropriated, misused, violated or otherwise come into conflict with any Intellectual Property right of any third party, and the Company has not received notice of, and there is no action, suit proceeding, hearing, investigation, charge, complaint, claim or demand that is pending or threatened that challenges or limits the legality, validity, enforceability use or ownership of the Company's or the Subsidiaries' Intellectual Property (including any claim that the Company must license or refrain from using any Intellectual Property rights of any third party) and the Company or the Subsidiaries are not subject to any outstanding injunction, judgment, order decree, ruling or charge regarding same;

(qq) at the time of delivery thereof to the Underwriters:

(i) the Preliminary Prospectus complied, and the Prospectus and all Supplementary Material, if any, will comply, fully with the requirements of Applicable Securities Laws;

(ii) the Preliminary Prospectus provided, and the Prospectus, the Offering Memorandum and all Supplementary Material, if any, will provide, full, true and plain disclosure of all material facts relating to the Company (on a consolidated basis) and the Offered Securities; and

(iii) the Preliminary Prospectus did not, and the Prospectus and all Supplementary Material, if any, will not, and the Offering Memorandum and the U.S. Placement Memorandum will not, contain any misrepresentation;

(rr) the form and terms of the certificate representing the Common Shares have been approved and adopted by the board of directors of the Company and the form and terms of the certificate representing the Common Shares do not and will not conflict with any Applicable Laws or the rules and by-laws of the TSXV;

(ss) Computershare Trust Company of Canada, at its principal offices in Toronto, Ontario has been duly appointed as the registrar and transfer agent for the Common Shares;

(tt) neither the Company nor any of its Subsidiaries or affiliates, nor any of their directors, officers, employees or agents, has made any bribe, payoff, influence payment, kickback or unlawful contribution or other payment to any official of, or candidate for, any federal, state, provincial or foreign office, or failed to disclose fully any contribution, in violation of any Applicable Law, or made any payment to any foreign, Canadian, United States or provincial or state governmental officer or official or other person charged with similar public or quasi-public duties, violated or is in violation of any provision of the *Corruption of Foreign Public Officials Act* (Canada), the *Foreign Corrupt Practices Act of 1977*, as amended, or any similar law, regulation or statute in any applicable jurisdictions;

(uu) the Company has not been, nor to the knowledge of the Company, has any director, officer, agent, employee, affiliate or person acting on behalf of the Company been or is currently subject to any United States sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department ("**OFAC**"); and the Company will not directly or indirectly use any proceeds of the distribution of the Offered Securities, or lend, contribute or otherwise make available such proceeds to the Company or to any affiliated entity, joint venture partner or other person or entity, to finance any investments in, or make any payments to, any country or person targeted by any of the sanctions of the United States administered by OFAC;

(vv) the operations of each of the Company and the Subsidiaries have been conducted at all times in material compliance with all applicable financial recordkeeping and reporting requirements of Applicable Laws relating to anti-money laundering of jurisdictions where each of the Company and the Subsidiaries conduct business, and any related or similar Applicable Laws issued, administered or enforced by any applicable Governmental Authority having jurisdiction over each of the Company and the Subsidiaries (collectively, the "**Anti-Money Laundering Laws**"), and no action, suit or proceeding by or before any court or any arbitrator or Governmental Authority involving any of the

Company or the Subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Company, threatened or contemplated;

(ww) since September 30, 2016 there has been no material adverse change (actual, contemplated or threatened) in the business, assets (including intangible assets), affairs, operations, prospects, liabilities (contingent or otherwise), capital, properties, condition (financial or otherwise) or results of operations of the Company and the Subsidiaries (taken as a whole), and the business and material property and assets of the Company and the Subsidiaries conform in all material respects to the descriptions thereof contained or incorporated by reference in the Offering Documents;

(xx) the Company and each Subsidiary is carrying on its business in material compliance with all Applicable Laws and governmental regulations or ordinances, in whole or in part, and all products provided by the Company or any Subsidiary are provided in material compliance with all Applicable Laws and, in all material respects, meet industry specific standards set by all organizations which pertain to the business of the Company and each Subsidiary;

(yy) (i) the Company and each of the Subsidiaries possesses such permits, certificates, licences, approvals, registrations, qualifications, consents and other authorizations (collectively, "**Governmental Licences**") issued by the appropriate Governmental Authorities necessary to conduct the business now operated by it in all jurisdictions in which it carries on business that are material to the conduct of the business of the Company and the Subsidiaries (as such business is currently conducted); (ii) the Company and each Subsidiary is in material compliance with the terms and conditions of all such Governmental Licences; (iii) all of such Governmental Licences are in good standing, valid and in full force and effect; (iv) neither the Company nor any Subsidiary has received any notice of proceedings relating to the revocation, suspension, termination or modification of any such Governmental Licences, and there are no facts or circumstances, including without limitation facts or circumstances relating to the revocation, suspension, modification or termination of any Governmental Licenses held by others, known to the Company, that could lead to the revocation, suspension, modification or termination of any such Governmental Licenses if the subject of an unfavourable decision, ruling or finding, except where such revocation, suspension, modification or termination is not in respect of a material Governmental Licence or where such revocation, suspension, modification or termination would not, individually or in the aggregate, have a Material Adverse Effect; (v) neither the Company nor any Subsidiary is in default with respect to filings to be effected or conditions to be fulfilled in order to maintain such Governmental Licenses in good standing; (vi) none of such Governmental Licenses contains any term, provision, condition or limitation which has or would reasonably be expected to affect or restrict in any material respect the operations or the business of the Company or any Subsidiary as now carried on or proposed to be carried on; and (vii) neither the Company nor any Subsidiary has a reasonable belief that any party granting any such Governmental Licenses is considering limiting, suspending, modifying, withdrawing or revoking the same in any material respect;

(zz) all forward-looking information and statements of the Company contained in the Offering Documents and the assumptions underlying such information and statements, subject to any qualifications contained therein, including any forecasts and estimates, expressions of opinion, intention and expectation, as at the time they were or will be made, were or will be made on reasonable grounds after due and proper consideration and were or will be truly and honestly held and fairly based;

(aaa) the statistical, industry and market related data included in the Offering Documents are derived from sources which the Company reasonably believes to be accurate, reasonable and reliable, and such data agrees with the sources from which it was derived;

(bbb) the Company has not withheld and will not withhold from the Underwriters prior to the Closing Time, any material facts relating to the Company, any of the Subsidiaries or the Offering;

(ccc) the acquisitions of the respective businesses and/or companies disclosed in the Documents Incorporated by Reference were effected in compliance with all Applicable Laws, and no payments will accrue, be owing or be payable by, the Company or any Subsidiary to any person in connection with any such acquisition except (i) as and to the extent disclosed in the Documents Incorporated by Reference; or (ii) except for any such payments as would not be material to the Company and the Subsidiaries (taken as a whole);

(ddd) all scientific research and experimental development ("**SR&ED**") tax incentives applied for by the Company are bona fide and the Company has no knowledge that Canada Revenue Agency will disallow, reassess or reduce any SR&ED incentives applied for by or previously granted to the Company;

(eee) the Company and the Subsidiaries have operated and are currently in material compliance with all applicable rules, regulations and policies of Health Canada, the United States Food and Drug Administration (the "**FDA**") or any other Governmental Authority having jurisdiction over the Company or any Subsidiary or their respective activities; the Company and each Subsidiary is carrying on its business in compliance with all Applicable Laws and all products manufactured, in whole or in part, marketed, or distributed by the Company or any Subsidiary comply in full with and meet industry specific standards set by all relevant organizations, including Health Canada and the FDA, which pertain to the business of the Company or any Subsidiary and the products of the Company and the Subsidiaries have met and satisfied all product safety standards necessary to permit the sale thereof in each jurisdiction in which such products are sold;

(fff) the Company has not completed any "significant acquisition", "significant disposition" nor is it proposing any "probable acquisitions" (as such terms are used in NI 44-101 and NI 51-102) that would require the inclusion of any additional financial statements or any *pro forma* financial statements pursuant to the Applicable Securities Laws, other than the Financial Statements, and the financial statements in the Love Child BAR and the Central Roast BAR, incorporated by reference the Offering Documents;

(ggg) the Acquisition is not and will not be a significant acquisition as such term is defined in Part 8 of NI 51-102;

(hhh) the Company has taken or will take prior to the Acquisition Closing Date, as applicable, all necessary corporate action to authorize the execution, delivery and performance of this Agreement, the Binding MOU, the Definitive Agreement and the Ancillary Documents and to observe and perform the provisions of this Agreement, the Binding

MOU, the Definitive Agreement and the Ancillary Documents in accordance with the provisions hereof and thereunder;

(iii) the Binding MOU is, and Definitive Agreement upon its execution by the Company will be, a valid and subsisting agreement in full force and effect unamended and, to the knowledge of the Company, there has not been nor is there currently any material default under the Binding MOU nor is there any basis for such default. The Company is not aware of any event, occurrence, condition or act which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a material default under the Binding MOU by a party thereto or could operate to prevent or restrict the Company, the Vendors or the Target from enforcing any of its respective entitlements, rights, benefits and interests under the Binding MOU or the Definitive Agreement once entered into;

(jjj) the Binding MOU has been duly authorized, executed and delivered by the Company and constitutes a valid and legally binding obligation of each party thereto enforceable against each such party in accordance with the terms thereof; the Definitive Agreement will, prior to the Acquisition Closing Date, be duly authorized and, upon execution and delivery by the Company, will constitute a valid and legally binding obligation of the Company enforceable against the Company in accordance with the terms thereof;

(kkk) other than TSXV approval, no filing with, or authorization, approval, consent, license, order, registration, qualification or decree of any court or governmental authority or agency is necessary or required for the performance by the Company of its obligations in connection with the Acquisition;

(lll) except for discussions or negotiations in the ordinary course of business, the Binding MOU and, once entered into, the Definitive Agreement, none of the Company or any Subsidiary is a party to any binding and outstanding agreement in respect of: (A) the purchase of any material property or assets or any interest therein or the sale, transfer or other disposition of any Assets and Properties or any interest therein currently owned, directly or indirectly, by the Company or a Subsidiary whether by asset sale, transfer of shares or otherwise; or (B) the change of control of the Company or a Subsidiary (whether by sale or transfer of shares or sale of all or substantially all of the Assets and Properties of the Company or a Subsidiary or otherwise);

(mmm) all consents, approvals, permits, authorizations or filings as may be required under Applicable Laws necessary to the performance by the Company of its obligations under the Definitive Agreement have been obtained or otherwise will be obtained within the respective times prescribed by Applicable Laws;

(nnn) to the knowledge of the Company, upon completion of the Acquisition, the Target will hold all of the permits, certificates, licenses, registrations, approvals, qualifications, consents and like authorizations necessary or required in respect of the Target for the Company to carry on the business of the Target in the manner described in the Preliminary Prospectus, the Prospectus and any Supplementary Material in each jurisdiction where such business is expected to be carried on that are reasonably expected to be material to the conduct of the business of the Target;

(ooo) the Company has not withheld and will not withhold from the Underwriters prior to the Closing Time, any material facts relating to the Acquisition or the Target;

(ppp) to the knowledge of the Company, the representations and warranties of Target and the Vendors contained in the Binding MOU are true and correct in all material respects as of the date thereof; and

(qqq) to the knowledge of the Company, there has been no (i) actual or alleged breach or default by any party to the Binding MOU of any provisions of the Binding MOU and no event, condition, or occurrence exists which after the notice or lapse of time (or both) would reasonably be expected to constitute a breach or default by any party to the Binding MOU; or (ii) dispute, termination, cancellation, amendment or renegotiation of the Binding MOU, and, to the knowledge of the Company, no state of facts which would reasonably be expected to give rise to any of the foregoing exists.

9. Covenants of the Company

The Company covenants and agrees with the Underwriters that the Company:

(a) will advise the Underwriters, promptly after receiving notice thereof, of the time when the Preliminary Prospectus, the Prospectus and any Supplementary Material has been filed and Passport Receipts have been obtained and will provide evidence satisfactory to the Underwriters of each such filing and copies of such Passport Receipts;

(b) will advise the Underwriters, promptly after receiving notice or obtaining knowledge of: (i) the issuance by any Securities Commission of any order suspending or preventing the use of the Preliminary Prospectus, the Prospectus or any Supplementary Material or suspending or seeking to suspend the trading of the Offered Securities; (ii) the suspension of the qualification of the Public Securities for offering or sale in any of the Qualifying Jurisdictions; (iii) the institution, threatening or contemplation of any proceeding for any such purposes; or (iv) any requests made by any Securities Commission for amending or supplementing the Preliminary Prospectus or the Prospectus or any Supplementary Material or for additional information, and will use its commercially reasonable efforts to prevent the issuance of any order or any suspension respectively referred to in (i) or (ii) above and, if any such order is issued, to obtain the withdrawal thereof as promptly as possible or if any such suspension occurs, to promptly remedy such suspension in accordance with this Agreement;

(c) will use its commercially reasonable efforts to remain, and to cause each of the Material Subsidiaries to remain a corporation validly subsisting under the laws of its jurisdiction of incorporation or amalgamation, and to be duly licensed, registered or qualified as an extra-provincial or foreign corporation or entity in all jurisdictions where the character of its properties owned or leased or the nature of the activities conducted by it make such licensing, registration or qualification necessary and to carry on its business in the ordinary course and in compliance in all material respects with all Applicable Laws of each such jurisdiction, provided that the Company shall not be required to comply with this Section 9(c) following the completion of a merger, amalgamation, arrangement, business combination or take-over bid pursuant to which the Company ceases to be a "distributing corporation" (within the meaning of the *Business Corporations Act* (Ontario) "**OBCA**"));

(d) will use its commercially reasonable efforts to maintain its status as a "reporting issuer" (or the equivalent thereof) not in default of the requirements of the Applicable Securities Laws of each of the Qualifying Jurisdictions which have such a concept and will comply with all of its obligations under applicable laws for a period of 24 months following the Closing Date, provided that the Company shall not be required to comply with this Section 9(d) following the completion of a merger, amalgamation, arrangement, business combination or take-over bid pursuant to which the Company ceases to be a "distributing corporation" (within the meaning of the OBCA);

(e) will use its commercially reasonable efforts (including, without limitation, making application to the Securities Commissions of each Qualifying Jurisdiction for all consents, orders and approvals necessary) to maintain the listing of the Common Shares on the TSXV or such other recognized stock exchange or quotation system as Beacon, on behalf of the Underwriters, may approve, acting reasonably, for a period of 24 months following the Closing Date, provided that the Company shall not be required to comply with this Section 9(e) following the completion of a merger, amalgamation, arrangement, business combination or take-over bid pursuant to which the Company ceases to be a "distributing corporation" (within the meaning of the OBCA);

(f) will use its commercially reasonable efforts to ensure that the Subscription Receipt Shares and Additional Common Shares are, when issued, listed and posted for trading on the TSXV upon their date of issuance;

(g) will apply the net proceeds from the issue and sale of the Offered Securities in accordance with the disclosure set out under the heading "Use of Proceeds" in the Prospectus;

(h) will deliver to the Underwriters, as soon as practicable after the Prospectus and any Supplementary Material are prepared, the U.S. Placement Memorandum, incorporating the Prospectus or Supplementary Material, as the case may be, prepared for use in connection with the distribution of the Public Securities to purchasers in the United States or to or for the account or benefit of U.S. Persons in compliance with the provisions of Schedule "A";

(i) will promptly do, make, execute, deliver or cause to be done, made, executed or delivered, all such acts, documents and things as the Underwriters may reasonably require from time to time for the purpose of giving effect to this Agreement and take all such steps as may be reasonably required within its power to implement to the full extent the provisions, and to satisfy the conditions, of this Agreement;

(j) will on or before the time of filing the Prospectus provide to the Underwriters a copy of the conditional listing approval of the Subscription Receipt Shares and Additional Common Shares on the TSXV;

(k) will forthwith notify the Underwriters of any breach of any covenant of this Agreement or any Ancillary Documents by any party thereto, or upon it becoming aware that any representation or warranty of the Company contained in this Agreement or any Ancillary Document is or has become untrue or inaccurate in any material respect;

(l) will not, at any time prior to the closing of the Offering, halt the trading of the Common Shares on the TSXV without the prior written consent of Beacon;

(m) will use commercially reasonable efforts to cause the directors and officers of the Company to deliver at the Closing Time on the Closing Date, or, as applicable, the Option Closing Date, the agreements contemplated by Section 10(s);

(n) will make available management of the Company for meetings with investors as scheduled by Beacon at the discretion of Beacon, acting reasonably;

(o) during the period commencing on the date hereof and until the earlier of (a) the Acquisition Closing (and further provided that the distribution of the Offered Securities has been completed at such time), or (b) the Termination Date, the Company will promptly advise the Underwriters: (i) of any material amendment or proposed material amendment to the Definitive Agreement or waiver or proposed waiver of any material term, provision or condition thereof and shall not materially amend the Definitive Agreement or waive any material term, provision or condition thereof without the prior approval of Beacon on behalf of the Underwriters, acting reasonably; (ii) if it is notified by the Target or any of the Vendors that any of the representations and warranties of Target or any of the Vendors under the Definitive Agreement ceases to be true and correct in any material respect or if the Company is notified by the Target that there is any change of any material fact or event which is, or may become of such a nature as to, render any such representations and warranties, or any information provided to the Company by the Target in respect of the Acquisition, untrue, false or misleading in any material respect, and (iii) of any material change whether actual, anticipated, contemplated, threatened or proposed of which it has knowledge with respect to the Target;

(p) the Company shall not waive any condition in its favour in the Definitive Agreement without the prior written consent of Beacon on behalf of the Underwriters, and shall use its best efforts to satisfy all terms and conditions of the Definitive Agreement to be satisfied by the Company;

(q) the Company will use its commercially reasonable efforts to satisfy or cause to be satisfied the Escrow Release Conditions on or before the Escrow Release Deadline;

(r) the Company will use its commercially reasonable efforts to enter into the Definitive Agreement prior to Closing, and in any event prior to the Escrow Release Deadline, which agreement shall contain representations, warranties, acknowledgements, covenants and other provisions regarding the Target and the Vendors satisfactory to the Underwriters; and

(s) in the event that the Subscription Receipt Agent does not receive the Escrow Release Notice on or prior to the Escrow Release Deadline, the Company will be responsible and liable to the holders of Subscription Receipts for, and will immediately pay to the Subscription Receipt Agent, any amount equal to the shortfall between (i) the amount by which the aggregate gross proceeds of the Subscription Receipts exceeds (ii) the amount of the Escrowed Funds.

10. Conditions of Closing

The obligation of the Underwriters to purchase, or act as agents for Substituted Purchasers to purchase, the Initial Subscription Receipts at the Closing Time on the Closing Date and to purchase any Additional Securities at the Closing Time on an Option Closing Date shall be subject to the following:

(a) the Underwriters will receive at the Closing Time a legal opinion addressed to the Underwriters and their counsel dated and delivered the Closing Date from the Company's Canadian counsel, Aird & Berlis LLP, and from local counsel (only in respect of matters governed by laws of the Qualifying Jurisdictions where the Company's Canadian counsel is not qualified to practice), in each case in form and substance satisfactory to the Underwriters and their counsel, acting reasonably, with respect to the following matters, subject to such reasonable assumptions and qualifications customary with respect to transactions of this nature as may be accepted by Underwriters' counsel:

(i) the Company is a "reporting issuer", or its equivalent, in each of the Qualifying Jurisdictions and it is not listed as in default of Applicable Securities Laws in any of the Qualifying Jurisdictions which maintain such a list;

(ii) the Company is a corporation duly incorporated and validly existing under the laws of the Province of Ontario, and has all requisite corporate power, capacity and authority to carry on its business as now conducted and to own, lease and operate its property and assets as described in the Prospectus;

(iii) as to the authorized and issued capital of the Company;

(iv) the rights, privileges, restrictions and conditions attaching to the Offered Securities and the Subscription Receipt Shares are accurately summarized in all material respects in the Prospectus;

(v) the Initial Subscription Receipts and Initial Subscription Receipt Shares have been duly and validly authorized for issuance and, at the Closing Time and upon payment of the purchase price therefor in accordance with this Agreement, the Initial Subscription Receipts will be duly and validly issued and outstanding and upon the exchange of the Initial Subscription Receipts for Initial Subscription Receipt Shares in accordance with the Subscription Receipt Agreement, the Initial Subscription Receipt Shares will be duly and validly issued as fully paid and non-assessable Common Shares;

(vi) the Over-Allotment Option has been duly and validly authorized and granted by the Company and the Additional Securities issuable upon the exercise of the Over-Allotment Option have been duly and validly allotted and reserved for issuance by the Company and, upon the exercise of the Over-Allotment Option including receipt by the Company of payment in full therefor, (a) the Additional Subscription Receipts will be duly and validly authorized, issued and outstanding and upon the exchange of the Additional Subscription Receipts for Additional Subscription Receipt Shares in accordance with the Subscription Receipt Agreement, the Additional Subscription Receipt Shares will be duly and validly issued as fully paid and non-assessable Common Shares or (b) the Additional Common Shares will be duly and validly authorized and issued as fully paid and non-assessable Common Shares, as applicable;

(vii) the Company has all necessary corporate power and capacity: (i) to execute and deliver this Agreement and to perform its obligations under this Agreement, the

Subscription Receipt Agreement, the Subscription Agreement and the Definitive Agreement; (ii) to offer, issue, sell and deliver the Initial Subscription Receipts; and (iii) to grant the Over-Allotment Option and offer, issue, sell and deliver the Additional Securities issuable upon exercise of the Over-Allotment Option;

(viii) all necessary corporate action has been taken by the Company to authorize the execution and delivery of each of the Preliminary Prospectus, the Prospectus and any Supplementary Material and the filing thereof with the Securities Commissions;

(ix) the Company has duly authorized, executed and delivered, this Agreement, the Subscription Receipt Agreement, the Subscription Agreement, the Binding MOU or, if then entered into, the Definitive Agreement and authorized the performance of its obligations hereunder and thereunder, including the offering, issue, sale and delivery of the Initial Subscription Receipts, the grant of the Over-Allotment Option, the offering, issue, sale and delivery of the Additional Securities upon exercise of the Over-Allotment Option, and each of this Agreement, the Subscription Receipt Agreement, the Binding MOU or, if then entered into, the Definitive Agreement constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, subject to: (i) applicable bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally; (ii) equitable remedies, including the remedies of specific performance and injunctive relief, being available only in the discretion of the applicable court; the statutory and inherent powers of a court to grant relief from forfeiture, to stay execution of proceedings before it and to stay executions on judgments; (iii) the applicable laws regarding limitations of actions; (iv) enforceability of provisions which purport to sever any provision which is prohibited or unenforceable under applicable law without affecting the enforceability or validity of the remainder of such document would be determined only in the discretion of the court; (v) enforceability of the provisions exculpating a party from liability or duty otherwise owed by it may be limited under applicable law; and (vi) the rights to indemnity, contribution and waiver under the documents which may be limited or unavailable under applicable law;

(x) the execution and delivery of this Agreement, the Subscription Receipt Agreement, the Subscription Agreement, the Binding MOU or, if then entered into, the Definitive Agreement and the fulfillment of the terms hereof and thereof, the offering, issue, sale and delivery of the Initial Subscription Receipts, the grant of the Over-Allotment Option, the offer, issue, sale and delivery of the Additional Securities upon the exercise of the Over-Allotment Option, and the consummation of the transactions contemplated by this Agreement, do not result in a breach of (whether after notice or lapse of time or both) or constitute a default under (i) any of the terms, conditions or provisions of the articles of incorporation or amalgamation, as applicable, of the Company, (ii) resolutions of the shareholders or the board of directors (or any committee thereof) of the Company, (iii) the laws of the Province of Ontario and the federal laws of Canada applicable therein, or (iv) of which such counsel is aware, any judgment, order or decree of any Canadian federal, provincial or local government body, agency or court having jurisdiction over the Company;

(xi) Computershare Trust Company of Canada is the duly appointed registrar and transfer agent for the Common Shares and is the subscription receipt agent under the Subscription Receipt Agreement;

(xii) all necessary documents have been filed, all requisite proceedings have been taken, all approvals, permits and consents of the appropriate regulatory authority in each Qualifying Jurisdiction have been obtained, and all necessary legal requirements have been fulfilled, in order to qualify the distribution of the Initial Public Subscription Receipts, the Over-Allotment Option and the Additional Securities in each of the Qualifying Jurisdictions through dealers who are registered under Applicable Securities Laws and who have complied with the relevant provisions of such Applicable Laws;

(xiii) the issuance by the Company of the Subscription Receipt Shares in accordance with and pursuant to the terms and conditions of the Initial Subscription Receipts and Additional Subscription Receipts, as applicable, and the Subscription Receipt Agreement, is exempt from the prospectus requirements of the Applicable Securities Laws in the Qualifying Jurisdictions and no prospectus or other document is required to be filed, no proceeding is required to be taken and no approval, permit or consent of Securities Commissions is required to be obtained by the Company under the Applicable Securities Laws in the Qualifying Jurisdictions to permit such issuance of the Subscription Receipt Shares;

(xiv) the first trade in Subscription Receipt Shares underlying the Initial Public Subscription Receipts and the Additional Public Subscription Receipts being exempt from the prospectus requirements of the Applicable Securities Laws in the Qualifying Jurisdictions and no prospectus or other document is required to be filed, no proceeding is required to be taken and no approval, permit, consent or authorization of regulatory authorities is required to be obtained by the Company under Applicable Securities Laws to permit such trade through registrants registered under Applicable Securities Laws who have complied with such laws and the terms and conditions of their registration, provided that (i) such trade is not a "control distribution" as that term is defined in National Instrument 45-102 – *Resale of Securities* at the time of such trade, (ii) the Company is a reporting issuer (as defined under Applicable Securities Laws) at the time of such first trade, and (iii) such first trade is not a transaction or series of transactions involving a purchase and sale or a repurchase and resale in the course of or incidental to a distribution (as defined under Applicable Securities Laws);

(xv) the offering, issue and sale of the Private Subscription Receipts and issue of the Common Shares into which they are exchangeable being exempt from the prospectus requirements of Applicable Securities Laws, and as to the first trade of such securities being exempt from the prospectus requirements of Applicable Securities Laws provided that certain requirements of National Instrument 45-102 - *Resale of Securities* are complied with at the time of such first trade;

(xvi) subject only to the Standard Listing Conditions, the Subscription Receipt Shares and Additional Common Shares have been conditionally listed or approved for listing on the TSXV;

(xvii) as to the accuracy of the legal statements under the headings “Eligibility For Investment” and “Certain Canadian Federal Income Tax Considerations” in the Prospectus; and

(xviii) as to all other legal matters reasonably requested by counsel to the Underwriters.

In connection with such opinion, counsel to the Company may rely on the opinions of local counsel in the Qualifying Jurisdictions acceptable to counsel to the Underwriters, acting reasonably, as to the qualification for distribution of the Offered Securities or opinions may be given directly by local counsel of the Company with respect to those items and as to other matters governed by the laws of jurisdictions other than the province or provinces in which the Company’s Canadian counsel are qualified to practice and may rely, to the extent appropriate in the circumstances but only as to matters of fact, on certificates of officers of the Company and others;

(b) the Underwriters shall have received legal opinions from legal counsel to, and duly qualified to practice law in the jurisdiction of existence of, each Material Subsidiary, addressed to the Underwriters and legal counsel to the Underwriters with respect to: (i) the existence of each Material Subsidiary; (ii) the issued and outstanding securities of each Material Subsidiary and the securities thereof held by the Company or a Subsidiary; (iii) the corporate power and capacity of each Material Subsidiary to carry on its business and activities and to own and lease its property and assets; each such opinion to be in form and substance, acceptable in all reasonable respects to the Underwriters and their legal counsel;

(c) if any Initial Public Subscription Receipts or Additional Securities are sold to purchasers in the United States or to U.S. Persons, the Underwriters will receive, at the Closing Time, a favourable legal opinion dated the Closing Date from Dorsey & Whitney LLP, United States counsel to the Company, to the effect that no registration of the Initial Public Subscription Receipts and Additional Securities offered and sold to purchasers in the United States or to U.S. Persons will be required under the U.S. Securities Act, such opinion to be in form and substance, acceptable in all reasonable respects to the Underwriters and its legal counsel, it being understood that such counsel need not express its opinion with respect to any subsequent re-sale of such Initial Public Subscription Receipts and Additional Securities;

(d) the Underwriters shall have received a certificate dated the Closing Date, signed by the Chief Executive Officer and Chief Financial Officer of the Company or any other senior officer(s) of the Company as may be acceptable to the Underwriters, in form and content satisfactory to the Underwriters’ counsel, acting reasonably, with respect to:

(i) the articles and by laws of the Company;

(ii) resolutions of the Company’s board of directors relevant to, among other things, the issue and sale of the Offered Securities to be issued and sold by the Company and the authorization of this Agreement and the other agreements and transactions contemplated herein; and

(iii) the incumbency and signatures of signing officers of the Company;

(e) the Underwriters shall have received a certificate of status or the equivalent dated within one Business Day of the Closing Date, in respect of the Company and each Material Subsidiary;

(f) the Company shall cause its current auditors and the Additional Auditors, to deliver to the Underwriters a "bring down" comfort letter, addressed to the Underwriters and the board of directors of the Company, dated the Closing Date, in form and substance satisfactory to the Underwriters, acting reasonably, bringing forward to a date not more than two Business Days prior to the Closing Date the information contained in the comfort letters referred to in Section 5(a)(iii) hereof;

(g) the Company shall deliver to the Underwriters, at the Closing Time, certificates dated the Closing Date or the Option Closing Date, as applicable, addressed to the Underwriters and signed by the Chief Executive Officer of the Company and the Chief Financial Officer of the Company, or such other senior officer(s) of the Company as may be acceptable to the Underwriters, certifying for and on behalf of the Company and without personal liability, to the effect that:

(i) the Company has complied in all respects with all the covenants and satisfied all the terms and conditions of this Agreement on its part to be complied with and satisfied at or prior to the Closing Time;

(ii) the representations and warranties of the Company contained herein are true and correct as at the Closing Time with the same force and effect as if made on and as at the Closing Time after giving effect to the transactions contemplated hereby;

(iii) if the Definitive Agreement has been entered into, the Company is not aware of any event, occurrence, condition or act which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a material default under the Definitive Agreement by a party thereto or could operate to prevent or restrict the Company, the Vendors or the Target from enforcing any of its respective entitlements, rights, benefits and interests under the Definitive Agreement;

(iv) if the Definitive Agreement has been entered into, to the knowledge of the Company the representations and warranties of Target and the Vendors contained in the Definitive Agreement are true and correct in all material respects;

(v) if the Definitive Agreement has been entered into, to the knowledge of the Company there has been no (i) actual or alleged breach or default by any party to the Definitive Agreement of any provisions of the Definitive Agreement and no event, condition, or occurrence exists which after the notice or lapse of time (or both) would reasonably be expected to constitute a breach or default by any party to the Definitive Agreement; or (ii) dispute, termination, cancellation, amendment or renegotiation of the Definitive Agreement, and, to the knowledge of the Company, no state of facts which would reasonably be expected to give rise to any of the foregoing exists;

(vi) the Final Receipt has been issued by the OSC for the Prospectus pursuant to the Passport System and, to the knowledge of such persons, no order, ruling or determination having the effect of ceasing the trading or suspending the sale of the Common Shares or other securities of the Company, or the Offered Securities to be issued and sold by the Company has been issued and no proceedings for such purpose have been instituted or are pending or, to the knowledge of such officers, contemplated or threatened;

(vii) since the respective dates as of which information is given in the Prospectus or any Supplementary Material (A) there has been no material change in the Company or the Acquisition or, to the knowledge of the Company, the Target, (B) there has been no material and adverse change (financial or otherwise) in the business, assets (including intangible assets), affairs, operations, prospects, liabilities (contingent or otherwise), capital, properties, condition (financial or otherwise) or results of operations of the Company and the Subsidiaries (taken as a whole), and (C) no transaction has been entered into by or affecting the Company or any Subsidiary which is material to the Company and the Subsidiaries (taken as a whole), other than as disclosed in the Prospectus or in any Supplementary Material;

(viii) there has been no change in any material fact (which includes the disclosure of any previously undisclosed material fact) contained in the Prospectus which fact or change is, or may be, of such a nature as to render any statement in the Prospectus misleading or untrue in any material respect or which would result in a misrepresentation in the Prospectus or which would result in the Prospectus not complying with Applicable Securities Laws; and

(ix) such other matters as the Underwriters may reasonably request;

(h) the Underwriters shall have received copies of correspondence indicating that the Company has obtained all necessary approvals for the issuance of the Subscription Receipt Shares and Additional Common Shares to be listed on the TSXV, subject only to the Standard Listing Conditions;

(i) the representations and warranties of the Company contained in this Agreement will be true at and as of the Closing Time on the Closing Date, and, if applicable, the Option Closing Date as if such representations and warranties were made at and as of such time and all agreements, covenants and conditions required by this Agreement to be performed, complied with or satisfied by the Company at or prior to the Closing Time on the Closing Date or the Option Closing Date, as applicable, will have been performed, complied with or satisfied prior to that time;

(j) the Company shall provide written confirmation from the TSXV of its approval of the Acquisition and Common Shares of the Company issuable in connection with the Acquisition;

(k) the Binding MOU or, once signed, Definitive Agreement shall not have been withdrawn, amended, terminated or cancelled;

(l) none of the Company, the Target and/or any of the Vendors shall have indicated that it is not prepared to proceed with the Acquisition;

(m) the Private Subscription Receipts and the Subscription Receipt Shares issuable upon exchange of such Private Subscription Receipts shall not be subject to a statutory restriction on transfer longer than four months;

(n) the absence of any misrepresentations in the Offering Documents or undisclosed material change or undisclosed material facts relating to the Company or the Offered Securities;

(o) the Company shall have received a Preliminary Receipt and a Final Receipt qualifying the Public Securities for distribution in the Qualifying Jurisdictions, and neither the Preliminary Receipt nor the Final Receipt shall be invalid or have been revoked or rescinded by any Securities Commission;

(p) the Underwriters shall have received a certificate from Computershare Trust Company of Canada as to the number of Common Shares issued and outstanding as at the date immediately prior to the Closing Date;

(q) the Underwriters will have received such other certificates, opinions, agreements or closing documents in form and substance reasonably satisfactory to the Underwriters as the Underwriters may reasonably request;

(r) the Underwriters will have received evidence, satisfactory to the Underwriters, acting reasonably that the Company has obtained all necessary waivers, consents and/or approvals from the lenders to the Company to allow the Company to use the proceeds of the Offering as set forth under the caption "Use of Proceeds" in the Prospectus; and

(s) all directors and officers of the Company and their respective associates will have entered into an agreement with and an in form and substance satisfactory to the Underwriters at the Closing Time on the Closing Date pursuant to which they will agree not to, for a period commencing on December 12, 2016 and ending on the date that is 90 days following the Acquisition Closing Date, 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, or announce any intention to do any of the foregoing, any Common Shares or other securities of the Company held by them, directly or indirectly, unless (a) the prior written consent of Beacon on behalf of the Underwriters (such consent not to be unreasonably withheld or delayed) has been obtained, or (b) there occurs a take-over bid or similar transaction involving a change of control of the Company.

11. Closing

The closing of the purchase and sale of the Offered Securities shall be completed at the Closing Time at the offices of Aird & Berlis LLP, 181 Bay Street, Suite 1800, Toronto, Ontario M5J 2T9, or at such other place as Beacon, on behalf of the Underwriters, and the Company shall agree upon. At the Closing Time:

(a) the Company will deliver to Beacon, or as Beacon may direct, (i) via electronic deposit or represented by one or more certificates in definitive form, the Offered Securities, in each case registered in the name of "CDS & Co." or in such other name or names as Beacon may notify the Company in writing not less than 24 hours prior to the Closing Time for deposit into the electronic book based system for clearing, depository and entitlement services operated by CDS, or will be made and settled in CDS under the non-certificated inventory system, and (ii) all further documentation as may be contemplated in this Agreement or as counsel to the Underwriters may reasonably require; against payment by the Underwriters to the Escrow Agent (in accordance with their respective entitlements) of the applicable purchase price for the Initial Subscription Receipts and any Additional Securities being issued and sold under this Agreement, net of the Underwriters' expenses contemplated in Section 15 of this Agreement, by certified cheque, bank draft or wire transfer payable to or as directed by the Company not less than 48 hours prior to the Closing Time, provided that if the applicable Closing Time occurs following release of the Escrowed Funds, the delivery by the Underwriters of the applicable purchase price shall also be net of the Underwriters' Fees;

(b) the Company shall make all necessary arrangements for the exchange of such definitive certificates, on the date of delivery, at the principal offices of the registrar of the Company in the City of Toronto for certificates representing the Initial Subscription Receipts and any Additional Securities in such amounts and registered in such names as shall be designated by Beacon on behalf of the Underwriters not less than 48 hours prior to the Closing Time. The Company shall pay all fees and expenses payable to or incurred by the registrar of the Company in connection with the preparation, delivery, certification and exchange of the definitive certificates contemplated by this Section 11 and the fees and expenses payable to or incurred by the registrar of the Company in connection with such additional transfers required in the course of the distribution of the Initial Subscription Receipts and any Additional Securities; and

(c) the obligation of the Underwriters to complete the purchase of any Additional Securities under this Agreement, upon the exercise of the Over-Allotment Option, is subject to the receipt by the Underwriters of those documents contemplated, and the satisfaction of those conditions set forth, in Section 10 as the Underwriters may request. In the event that the Company shall subdivide, consolidate, reclassify or otherwise change its Common Shares during the period in which the Over-Allotment Option is exercisable, appropriate adjustments will be made to the exercise price and to the number of Additional Securities issuable on exercise thereof such that the Underwriters are entitled to arrange for the sale of the same number and type of securities that the Underwriters would have otherwise arranged for had they exercised such Over-Allotment Option immediately prior to such subdivision, consolidation, reclassification or change.

12. Restrictions on Further Issues or Sales

During the period commencing on December 12, 2016 and ending 60 days following the Acquisition Closing Date, the Company will not, directly or indirectly, without the prior written consent of Beacon (such consent not to be unreasonably withheld or delayed), issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, or enter into any derivative transaction that has the effect of any of the foregoing, or agree to or announce any intention to issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, or enter into any derivative transaction that has the effect of any of the foregoing, any additional Common Shares or any securities convertible into or exchangeable for Common Shares, other than issuances: (i) of the Initial Subscription Receipts and the Additional Securities pursuant to this Agreement; (ii) under existing director or employee stock options, bonus or purchase plans or similar share compensation arrangements as detailed in the Company's most recently-filed management discussion and analysis; (iii) under director or employee stock options or bonuses granted subsequently in accordance with regulatory approval and in a manner consistent with the Company's past practice; (iv) upon the exercise of convertible securities, warrants or options outstanding prior to the Closing Date; (v) previously scheduled property payments and/or other corporate acquisitions; (vi) securities issued in connection with an offering of debt securities; or (vii) in connection with the Acquisition as contemplated in the Binding MOU.

13. Indemnification by the Company

(a) The Company shall fully indemnify and save harmless each of the Underwriters and their respective affiliates and their respective directors, officers, employees, shareholders, partners, advisors and agents and each other person, if any, controlling any of the Underwriters or their affiliates (collectively, the "**Indemnified Parties**" and individually an "**Indemnified Party**") from and against any and all liabilities, claims (including securityholder actions, derivative or otherwise), actions, losses, costs, damages and expenses (including the aggregate amount paid in settlement of any action, suit, proceeding, investigation or claim) and the reasonable fees and expenses of their counsel (collectively, "**Losses**") that may be incurred in advising with respect to and/or defending any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party or in enforcing this indemnity (collectively, the "**Claims**" and individually, a "**Claim**") to which any Indemnified Party may become subject or otherwise involved in any capacity insofar as the Losses and/or Claims relate to, are caused by, result from, arise out of, or are in connection with, directly or indirectly:

(i) the breach of any representation or warranty of the Company made in any Ancillary Document or the failure of the Company to comply with any of its obligations in any Ancillary Document or any omission or alleged omission to state in any Ancillary Document any fact required to be stated in such document or necessary to make any statement in such document not misleading in light of the circumstances under which it was made;

(ii) any information or statement (except any information or statement relating solely to the Underwriters or any of them and furnished in writing by the Underwriters to the Company for use therein) in any of the Offering Documents (including, for greater certainty, the Documents Incorporated by Reference and any Subsequent Disclosure Documents) containing or being alleged to contain a misrepresentation or being or being alleged to be untrue, or based upon any omission or alleged omission to state in any of the Offering Documents any material fact required to be stated in those documents or necessary to make any of the statements therein not misleading in light of the circumstances in which they were made;

(iii) any order made or any inquiry, investigation or proceeding instituted, threatened or announced by any court, securities regulatory authority, stock exchange or by any other competent authority, based upon any untrue statement, omission or misrepresentation or alleged untrue statement, omission or misrepresentation (except a statement, omission or misrepresentation relating solely to the Underwriters or any of them and furnished in writing by the Underwriters to the Company for use therein) contained in any of the Offering Documents or any other document or material filed or delivered on behalf of the Company pursuant to this Agreement, preventing or restricting the trading in or the sale or distribution of the Offered Securities or any other securities of the Company;

(iv) the non-compliance by the Company with any Applicable Securities Laws or other regulatory requirements or the rules of the TSXV including the Company's non-compliance with any statutory requirement to make any document available for inspection;

(v) any statement contained in the Disclosure Record which at the time and in the light of the circumstances under which it was made, contained or is alleged to have contained a misrepresentation or untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make any statement therein not misleading in light of the circumstances in which they were made;

(vi) the omission or alleged omission to state in this Agreement any fact required to be stated herein or necessary to make any statement herein not misleading in light of the circumstances under which it was made;

(vii) any misrepresentation or alleged misrepresentation by or on behalf of the Company (excluding the Underwriters and Selling Firms) relating to the Offering, whether oral or written and whether made during and in connection with the Offering, where such misrepresentation may give or gives rise to any other liability under any statute in any jurisdiction which is in force on the date of this Agreement;

(viii) any failure or alleged failure to make timely disclosure of a material change by the Company, where such failure or alleged failure occurs during the Offering or during the period of distribution of the Offered Securities or where such failure relates to the Offering or the Offered Securities, and may give or gives rise to any liability under any statute in any jurisdiction which is in force on the date of this Agreement;

(ix) any breach of any representation or warranty of the Company contained herein or the failure of the Company to comply with any of its covenants or other obligations contained herein or to satisfy any conditions contained herein required to be satisfied by the Company; or

(x) any material breach of any representations, warranties, covenants or acknowledgements of any of the parties to the Binding MOU and, once executed, the Definitive Agreement.

(b) If any Claim contemplated by this Section 13 shall be asserted against any of the Indemnified Parties, or if any potential Claim contemplated by this Section 13 shall come to the knowledge of any of the Indemnified Parties, the Indemnified Party concerned shall promptly notify in writing the Company of the nature of such Claim (provided that any failure to so notify in respect of any Claim or potential Claim shall affect the liability of the Company under this Section 13 only if and to the extent that the Company is materially and adversely prejudiced by such failure). The Company shall, subject as hereinafter provided, be entitled (but not required) to assume the defence on behalf of the Indemnified Party of any such Claim; provided that the defence shall be through legal counsel selected by the Company and acceptable to the Indemnified Party, acting reasonably. An Indemnified Party shall have the right to employ separate counsel in any such Claim and participate in the defence thereof but the fees and expenses of such counsel shall be at the expense of the Indemnified Party unless:

(i) the Company fails to assume the defence of such Claim on behalf of the Indemnified Party within ten days of receiving notice of such suit;

(ii) the employment of such counsel has been authorized by the Company; or

(iii) the named parties to any such Claim (including any added or third parties) include the Indemnified Party and the Company and the Indemnified Party shall have been advised by counsel that representation of the Indemnified Party by counsel for the Company is inappropriate as a result of the potential or actual conflicting interests of those represented or that there may be legal defences available to the Indemnified Party or Indemnified Parties which are different from or in addition to those available to the Company or that the subject matter of the Claim may not fall within the foregoing indemnity or that there is a conflict of interest between the Company and the Indemnified Parties;

in each of cases (i), (ii) or (iii), the Company shall not have the right to assume the defence of such Claim on behalf of the Indemnified Party and the Company shall be liable to pay the reasonable fees and disbursements of counsel for such Indemnified Parties as well as the reasonable costs and out-of-pocket expenses of the Indemnified Party (including an amount to reimburse the Underwriter or Underwriters at their normal per diem rates for time spent by their respective directors, officers, employees or shareholders). Notwithstanding anything set forth herein, in no event shall the Company be liable for the fees or disbursements of more than one firm of legal counsel to an Indemnified Party in a particular jurisdiction in respect of any particular Claim or related set of Claims.

The Company will not, without each affected Indemnified Party's prior written consent, such consent not to be unreasonably withheld, admit any liability, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, suit, proceeding, investigation or claim in respect of which indemnification may be sought hereunder unless in connection with any settlement, compromise or consent by the Company, such settlement, compromise or consent (i) includes an unconditional release of each Indemnified Party from any liabilities arising out of such action, suit, proceeding, investigation or claim (if an Indemnified Party is a party to such action) and (ii) does not include a statement as to, or an admission of fault, culpability or a failure to act by or on behalf of an Indemnified Party.

(c) The Company hereby acknowledges and agrees that, with respect to Sections 13 and 14 hereof, the Underwriters are contracting on their own behalf and as agents for their affiliates, and its and their respective directors, officers, employees, partners, shareholders, advisors, agents and each other person, if any, controlling any of the Underwriters or their affiliates (collectively, the "**Beneficiaries**"). In this regard, each of the Underwriters shall act as trustee for the Beneficiaries of the covenants of the Company under Sections 13 and 14 hereof with respect to the Beneficiaries and accepts these trusts and shall hold and enforce such covenants on behalf of the Beneficiaries.

(d) The Company agrees to waive any right it may have of first requiring an Indemnified Party to proceed against or enforce any other right, power, remedy or security or claim payment from any other person before claiming under this indemnity. The Company also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company or any person asserting Claims on behalf of or in right of the Company for or in connection with the Offering except to the extent any Losses suffered by the Company are determined by a court of competent jurisdiction in a final judgment that has become non-appealable to have resulted from the gross negligence, fraud, illegal act or wilful misconduct of such Indemnified Party.

(e) Notwithstanding anything to the contrary contained herein, the foregoing indemnity shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that such Losses to which the Indemnified Party may be subject were caused solely by the gross negligence, fraud, illegal act or wilful misconduct of the Indemnified Party.

(f) The Company agrees that in case any legal proceeding shall be brought against the Company and/or the Underwriters by any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, or if any such commission or authority shall investigate the Company and/or the Indemnified Parties and any Indemnified Parties shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of professional services rendered to the Company by the Underwriters, the Indemnified Parties shall have the right to employ their own counsel in connection therewith, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Underwriters for time spent by the Indemnified Parties in connection therewith) and out-of-pocket expenses incurred by Indemnified Parties in connection therewith shall be paid by the Company as they occur. The Company agrees to reimburse the Underwriters for the time spent by their personnel in connection with any Claim at their normal per diem rates.

(g) The rights to indemnification provided in this Section 13 shall be in addition to and not in derogation of any other rights which the Underwriters may have by statute or otherwise at law.

14. Contribution

(a) In order to provide for just and equitable contribution in circumstances in which the indemnity provided in Section 13 hereof would otherwise be available in accordance with its terms but is, for any reason held to be illegal, unavailable to or unenforceable by the Indemnified Parties or enforceable otherwise than in accordance with its terms, the Company and the Underwriters shall contribute to the aggregate of all Losses of the nature contemplated in Section 13 hereof and suffered or incurred by the Indemnified Parties (i) in such proportion as is appropriate to reflect not only the relative benefits received by the Company, on the one hand, and the Underwriters on the other hand, from the distribution of the Offered Securities, or (ii) if the allocation provided by (i) is not permitted by Applicable Law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative fault of the Company, on the one hand, and the Underwriters, on the other hand, in respect of such Losses; provided that the Company shall in any event contribute to the amount paid or payable by the

Indemnified Parties as a result of such Claim any excess of such amount over the amount actually received by the Underwriters or any other Indemnified Party under this Agreement and further provided that the Underwriters shall not in any event be liable to contribute, in the aggregate, any amount in excess of such total Underwriters' Fees or any portion thereof actually received by the Underwriters. However, no party who has engaged in any fraud, fraudulent misrepresentation or wilful misconduct shall be entitled to claim contribution from any person who has not engaged in such fraud, fraudulent misrepresentation or wilful misconduct.

(b) The relative benefits received by the Company, on the one hand, and the Underwriters, on the other hand, shall be deemed to be in the same ratio as the total proceeds from the Offering of the Offered Securities (net of the Underwriters' Fees payable to the Underwriters but before deducting expenses) received by the Company is to the Underwriters' Fees actually received by the Underwriters. The relative fault of the Company, on the one hand, and of the Underwriters, on the other hand, shall be determined by reference to, among other things, whether the matters or things referred to in Section 13 which resulted in such Claims and/or Losses relate to information supplied by or steps or actions taken or done or not taken or not done by or on behalf of the Company or to information supplied by or steps or actions taken or done or not taken or not done by or on behalf of the Underwriters and the relative intent, knowledge, access to information and opportunity to correct or prevent such statement, omission or misrepresentation, or other matter or thing referred to in Section 13. The amount paid or payable by an Indemnified Party as a result of the Claims and/or Losses referred to above shall be deemed to include any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any such Claims and/or Losses, whether or not resulting in an action, suit, proceeding or claim. The parties to this Agreement agree that it would not be just and equitable if contribution pursuant to this Section 14 were determined by any method of allocation which does not take into account the equitable considerations referred to in this Section 14.

(c) If the Company may be held to be entitled to contribution from the Underwriters under the provisions of any statute or at law, the Company shall be limited to contribution in an aggregate amount not exceeding the lesser of:

(i) the portion of the full amount of the Losses giving rise to such contribution for which the Underwriters are responsible, as determined in Section 13(a); and

(ii) the amount of the aggregate Underwriters' Fees actually received by the Underwriters from the Company under this Agreement.

(d) The rights to contribution provided in this Section 14 shall be in addition to and not in derogation of any other right to contribution which the Indemnified Parties may have by statute or otherwise at law.

(e) If an Indemnified Party has reason to believe that a claim for contribution may arise, the Indemnified Party shall give the Company notice thereof in writing, but failure to so notify shall not relieve the Company of any obligation which it may have to the Indemnified Party under this Section 14 provided that the Company is not materially and adversely prejudiced by such failure, and the right of the Company to assume the defence of such Indemnified Party shall apply as set out in Section 13 hereof, *mutatis mutandis*.

15. Fees and Expenses

Whether or not the purchase and sale of the Offered Securities shall be completed and whether or not the Acquisition shall be completed, all fees and expenses (including GST or HST, if applicable) of or incidental to the creation, issuance and delivery of the Offered Securities and of or incidental to all matters in connection with the transactions herein set out shall be borne by the Company including, without limitation:

(a) all expenses of or incidental to the creation, issue, sale or distribution of the Offered Securities and the filing of the Preliminary Prospectus, the Prospectus and any Supplementary Material;

(b) the fees and expenses of the auditors, the Additional Auditors, counsel to the Company and all local counsel (including GST or HST, if and as applicable, on all of the foregoing);

(c) the fees and expenses of the Escrow Agent;

(d) all costs incurred in connection with the preparation and printing of the Preliminary Prospectus, the Prospectus and any Supplementary Material contemplated hereunder and otherwise relating to the Offering; and

(e) the reasonable out-of-pocket expenses and fees of the Underwriters, including the reasonable fees and disbursements of the Underwriters' counsel (subject to a maximum of $70,000 plus disbursements and applicable taxes), with such expenses to be paid by the Company at the Closing Time or at any other time requested by the Underwriters, provided that all fees and expenses incurred by the Underwriters, or on its behalf, pursuant to the Offering shall be payable by the Company immediately upon receiving an invoice therefor from the Underwriters.

16. All Terms to be Conditions

The Company agrees that the conditions contained in Section 10 will be complied with insofar as the same relate to acts to be performed or caused to be performed by the Company and that it will use its commercially reasonable efforts to cause all such conditions to be complied with. Any breach or failure to comply with or satisfy any of the conditions set out in Section 10 shall entitle the Underwriters to terminate their obligation to purchase the Offered Securities, by written notice to that effect given to the Company at or prior to the Closing Time. It is understood that the Underwriters may waive, in whole or in part, or extend the time for compliance until no later than 42 days from the date of the Final Receipt with, any of such terms and conditions without prejudice to the rights of the Underwriters in respect of any such terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Underwriters any such waiver or extension must be in writing.

17. Termination by Underwriters in Certain Events

(a) Each Underwriter shall also be entitled to terminate its obligation to purchase the Offered Securities by written notice to that effect given to the Company at or prior to the Closing Time if:

(i) there shall be any material change in the affairs of the Company and/or its Subsidiaries, or there should be discovered any previously undisclosed material fact or information or circumstance or there should occur a change in any material fact relating to the Company and/or its Subsidiaries, including from that information disseminated by the Company through its periodic and timely disclosure documents publicly filed on the SEDAR, which in any case, in the reasonable opinion of the Underwriters (or any of them), has or would be expected to have a material adverse effect on the market price or value of the Common Shares or any other securities of the Company;

(ii) (A) any inquiry, action, suit, investigation or other proceeding (whether formal or informal) is commenced, announced or threatened or any order made by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality including, without limitation, the TSXV or any securities regulatory authority (except for any inquiry, action, suit, proceeding, investigation or order based upon activities of the Underwriters and not upon activities of the Company) or any law or regulation is enacted or changed which in the opinion of any Underwriter, acting reasonably, could operate to prevent or materially restrict the trading of the Common Shares or any other securities of the Company or materially and adversely affects or might be expected to materially and adversely affect the market price or value of the Common Shares or any other securities of the Company or that could be reasonably expected to have a Material Adverse Effect; or (B) if there should develop, occur or come into effect or existence any event, action, state, condition or major financial occurrence of national or international consequence or any law or regulation which in the opinion of the Underwriters, acting reasonably, seriously adversely affects, or involves, or will seriously adversely affect, or involve, the financial markets or the business, operations or affairs of the Company and the Subsidiaries taken as a whole;

(iii) the Company is in breach of or any term, condition or covenant contained in this Agreement, or any condition (other than a condition that the Underwriters are solely responsible for) herein is not satisfied, or any representation or warranty given by the Company in this Agreement becomes or is false;

(iv) a cease trading order is made or threatened respecting the Common Shares or any other securities of the Company by any Securities Commission or other competent authority; or

(v) any Underwriter and the Company agree in writing to terminate this Agreement in relation to such Underwriter.

(b) If this Agreement is terminated by any of the Underwriters pursuant to Section 17(a), there shall be no further liability on the part of such Underwriter, or on the part of the Company to such Underwriter except in respect of any liability which may have arisen or may thereafter arise under Sections 13, 14 and 15.

(c) The right of the Underwriters or any of them to terminate their respective obligations under this Agreement is in addition to such other remedies as they may have in respect of any default, act or failure to act of the Company in respect of any of the matters contemplated by this Agreement. A notice of termination given by one Underwriter under this Section 17 shall not be binding upon the other Underwriter.

18. Escrow

(a) The gross proceeds of the Offering less the Underwriters' expenses contemplated in Section 15 of this Agreement will be delivered to and be held by the Escrow Agent, in an interest bearing account with a Schedule I Canadian bank in accordance with the terms of the Subscription Receipt Agreement. Upon the delivery of an Escrow Release Notice immediately prior to the Acquisition Closing, the Escrowed Funds (less the Underwriters' Fees) will be released by the Escrow Agent to the Company and the Underwriters' Fees will be released by the Escrow Agent to the Underwriters in accordance with the terms of the Subscription Receipt Agreement. Concurrently therewith the registrar and transfer agent of the Company will effect or cause to be effected one or more electronic deposit(s) pursuant to the non-certificated issue system maintained by CDS the appropriate number of Subscription Receipt Shares to each registered holder of Subscription Receipts without any further action by such holder and without payment of additional consideration, all in accordance with the provisions of the Subscription Receipt Agreement.

(b) If (i) the Acquisition Closing does not occur on or before the Escrow Release Deadline, or (ii) the Company delivers to Beacon and the Escrow Agent on or before that date notice that the Acquisition Agreement is terminated or that it does not intend to proceed with the Acquisition; or (iii) the Company announces to the public that it does not intend to proceed with the Acquisition (the first of any of (i), (ii) or (iii) to occur, the "**Termination Event**" and the date upon which the Termination Event occurs, the "**Termination Date**"), the Escrow Agent shall, within two Business Days following the Termination Date return to the holders of the Offered Securities an amount equal to the aggregate Issue Price of the Offered Securities held by such holder, their pro-rata portion of interest earned on the Escrowed Funds (net of any applicable withholding tax); and the Offered Securities shall be cancelled, all in accordance with the provisions of the Subscription Receipt Agreement.

(c) In the event the Acquisition is not completed for any reason other than a failure by the parties to the Binding MOU to execute the Definitive Agreement, one-half of the Underwriters' Fees shall be promptly paid by the Company to the Underwriters. The Company agrees that if there is a Termination Event, it shall be responsible and liable to the holders of the Subscription Receipts for any shortfall between the aggregate (i) Issue Price paid by the original purchasers of the Subscription Receipts under the Offering, less (ii) the Escrowed Funds returned pursuant hereto.

19. Obligations of the Underwriters

The obligations of the Underwriters under this Agreement shall be several in all respects and not joint or joint and several. For greater certainty, the obligations of the Underwriters to purchase the Offered Securities shall be several and not joint or joint and several, and shall be limited to the percentages of the aggregate number of Offered Securities to be purchased set out opposite the names of the Underwriters respectively below:

Beacon Securities Limited	-	44%
Cormark Securities Inc.	-	34%
Canaccord Genuity Corp.	-	17%

AltaCorp Capital Inc. - 5%

If an Underwriter does not complete the purchase and sale of the Offered Securities which that Underwriter has agreed to purchase under this Agreement (other than in accordance with Section 17 of this Agreement) (the "**Defaulted Subscription Receipts**"), Beacon may delay the Closing Date for not more than five days without the prior written consent of the Company, and the remaining Underwriters (the "**Continuing Underwriters**") will be entitled, at their option, to purchase all but not less than all of the Defaulted Subscription Receipts *pro rata* according to the number of Offered Securities to have been acquired by the Continuing Underwriters under this Agreement or in any proportion agreed upon, in writing, by the Continuing Underwriters. If the Continuing Underwriters do not elect to purchase the Defaulted Subscription Receipts:

(a) the Continuing Underwriters will not be obliged to purchase any of the Offered Securities;

(b) the Company will not be obliged to sell less than all of the Offered Securities; and

(c) the Company will be entitled to terminate its obligations under this Agreement, in which event there will be no further liability on the part of the Continuing Underwriters, or on the part of the Company except pursuant to the provisions of Sections 13, 14 and 15 of this Agreement.

20. Over-Allotment

In connection with the distribution of the Public Securities, the Underwriters and members of their selling group (if any) may over-allot or effect transactions which stabilize or maintain the market price of the Common Shares at levels above those which might otherwise prevail in the open market, in compliance with Applicable Securities Laws. Those stabilizing transactions, if any, may be discontinued at any time.

21. Notices

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered to,

in the case of the Company, to:

GreenSpace Brands Inc.
176 St. George Street
Toronto, Ontario M5R 2M7

Email: matt@greenspacebrands.com
Attention: Matthew Von Teichman, President and Chief Executive Officer

with a copy of any such notice (which shall not constitute notice to the Company) to:

Aird & Berlis LLP
181 Bay Street, Suite 1800
Toronto, Ontario M5J 2T9

Email: rkacaba@airdberlis.com
Attention: Rebecca Kacaba

in the case of the Underwriters, to:

Beacon Securities Limited
66 Wellington Street West, Suite 4050
TD Tower
Toronto, Ontario M5K 1H1

Email: sdelaney@beaconsecurities.ca
Attention: Stephen Delaney, Managing Director, Investment Banking

Cormark Securities Inc.
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2800
Toronto, Ontario M5J 2J2

Email: cshaw@cormark.com
Attention: Chris Shaw, Managing Director, Investment Banking

Canaccord Genuity Corp.
161 Bay Street, Suite 3100
Toronto, Ontario M5J 0A7

Email: dsheremeto@canaccordgenuity.com
Attention: Dan Sheremeto, Managing Director

AltaCorp Capital Inc.
66 Wellington Street West, Suite 3530
Toronto, Ontario M5K 1A1

Email: jfallows@altacorpcapital.com
Attention: Jeff Fallows, Managing Director, Investment Banking

and with a copy of any such notice (which shall not constitute notice to the Underwriters) to:

Fasken Martineau DuMoulin LLP
Suite 2400 - 333 Bay Street
Box 20 Bay Adelaide Centre
Toronto, Ontario M5H 2T6

Fax: jsabetti@fasken.com
Attention: John M. Sabetti

The Company and the Underwriters may change their respective addresses for notice by notice given in the manner aforesaid. Any such notice or other communication shall be in writing, and unless delivered personally to the addressee or to a responsible officer of the addressee, as applicable, shall be given by email and shall be deemed to have been given when: (i) in the case of a notice delivered personally to a responsible officer of the addressee, when so delivered; and (ii) in the case of a notice delivered or given by email prior to 5:00 p.m. (Toronto time), on the date that it is sent, and thereafter, on the first Business Day following the day on which it is sent.

22. Miscellaneous

(a) Except with respect to Sections 13, 14, 17 and 18, all transactions and notices on behalf of the Underwriters hereunder or contemplated hereby may be carried out or given on behalf of the Underwriters by Beacon and Beacon shall in good faith discuss with the other Underwriters the nature of any such transactions and notices prior to giving effect thereto or the delivery thereof, as the case may be.

(b) This Agreement shall enure to the benefit of, and shall be binding upon, the Underwriters and the Company and their respective successors and legal representatives, provided that no party may assign this Agreement or any rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other party.

(c) This Agreement, including all schedules to this Agreement, constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to such subject matter. This Agreement may only be amended, supplemented, or otherwise modified by written agreement signed by all of the parties.

(d) The Company acknowledges and agrees that: (i) the purchase and sale of the Offered Securities pursuant to this Agreement is an arm's-length commercial transaction between the Company, on the one hand, and the several Underwriters, on the other; (ii) in connection therewith and with the process leading to such transaction each Underwriter is acting solely as a principal and not the agent or fiduciary of the Company; (iii) no Underwriter has assumed an advisory or fiduciary responsibility in favour of the Company with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is concurrently advising the Company on other matters) or any other obligation to the Company except the obligations expressly set forth in this Agreement; and (iv) the Company has consulted its own legal and financial advisors to the extent they deemed appropriate. The Company agrees that it will not claim that the Underwriters, or any of them, has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Company in connection with such transaction or the process leading thereto.

(e) The Company acknowledges that each of the Underwriters is a securities firm that is engaged in securities trading and brokerage activities, as well as providing investment banking and financial advisory services, which may involve services provided to other companies engaged in businesses similar or competitive to the business of the Company and that the Underwriters shall have no obligation to disclose such activities and services to the Company. The Company acknowledges and agrees that in connection with all aspects of the engagement contemplated hereby, and any communications in connection therewith, the Company, on the one hand, and the Underwriters and any of their respective affiliates through which they may be acting, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Underwriters or such affiliates, and each party hereto agrees that no such duty will be deemed to have arisen in connection with any such transactions or communications. The Company acknowledges and agrees that it waives, to the fullest extent permitted by law, any claims the Company and its affiliates may have against any of the Underwriters for breach of fiduciary duty or alleged breach of fiduciary duty and agrees that the Underwriters shall have no liability (whether direct or indirect) to the Company or any of its affiliates in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of the Company, including shareholders, employees or creditors of the Company. Information which is held elsewhere within any of the Underwriters, but of which none of the individuals in the investment banking department or division of any of the Underwriters involved in providing the services contemplated by this Agreement actually has knowledge (or without breach of internal procedures can properly obtain) will not for any purpose be taken into account in determining any of the responsibilities of the Underwriters to the Company under this Agreement.

(f) The Company acknowledges and agrees that all written and oral opinions, advice, analyses and materials provided by the Underwriters in connection with this Agreement and its engagement hereunder are intended solely for the Company's benefit and the Company's internal use only with respect to the Offering and the Company agrees that no such opinion, advice, analysis or material will be used for any other purpose whatsoever or reproduced, disseminated, quoted from or referred to in whole or in part at any time, in any manner or for any purpose, without the Underwriters' prior written consent in each specific instance. Any advice or opinions given by any of the Underwriters hereunder will be made subject to, and will be based upon, such assumptions, limitations, qualifications, and reservations as such Underwriter(s), in its/their sole judgment, deems necessary or prudent in the circumstances. The Underwriters expressly disclaim any liability or responsibility by reason of any unauthorized use, publication, distribution of or reference to any oral or written opinions or advice or materials provided by the Underwriters or any unauthorized reference to any of the Underwriters or this Agreement.

(g) The Company acknowledges that Beacon is a full service securities firm engaged in securities trading and brokerage activities as well as providing investment banking and financial advisory services and that in the ordinary course of its trading and brokerage activities, Beacon and/or any of its affiliates at any time may hold long or short positions, and may trade or otherwise effect transactions, for its own account or the accounts of customers, in debt or equity securities of the Company or any other company that may be involved in a transaction or related derivative securities.

(h) Neither the Company nor any of Underwriters shall make any public announcement in connection with the Offering, except if the other party has consented to such announcement or the announcement is required by applicable laws or stock exchange rules. In such event, the party proposing to make the announcement will provide the other party with a reasonable opportunity, in the circumstances, to review a draft of the proposed announcement and to provide comments thereon.

(i) No waiver of any provision 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 it may have.

(j) If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or 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 will remain in full force and effect.

(k) This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties submit to the non-exclusive jurisdiction of the courts of the Province of Ontario.

(l) Time shall be of the essence hereof and, following any waiver or indulgence by any party, time shall again be of the essence hereof.

(m) The words, “hereunder”, “hereof” and similar phrases mean and refer to the Agreement formed as a result of the acceptance by the Company of this offer by the Underwriters to purchase the Offered Securities.

(n) All warranties, representations, covenants and agreements of the Company herein contained or contained in any Ancillary Document shall survive the purchase by the Underwriters or the Substituted Purchasers of the Offered Securities and shall continue in full force and effect for the benefit of the Underwriters regardless of the Closing of the sale of the Offered Securities, any subsequent disposition of the Offered Securities by the Underwriters or the termination of the Underwriters’ obligations under this Agreement and shall not be limited or prejudiced by any investigation made by or on behalf of the Underwriters in accordance with the preparation of the Preliminary Prospectus, the Prospectus or any Supplementary Material or the distribution of the Offered Securities or otherwise, and the Company agrees that the Underwriters shall not be presumed to know of the existence of a claim against the Company under this Agreement or any Ancillary Document or in connection with the purchase and sale of the Offered Securities as a result of any investigation made by or on behalf of the Underwriters in accordance with the preparation of the Preliminary Prospectus, the Prospectus or any Supplementary Material or the distribution of the Offered Securities or otherwise.

(o) Each of the parties hereto shall be entitled to rely on delivery of a facsimile or portable document format copy of this Agreement and acceptance by each such party of any such facsimile or portable document format copy shall be legally effective to create a valid and binding agreement between the parties hereto in accordance with the terms hereof.

(p) This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

[remainder of page intentionally left blank]

If this letter accurately reflects the terms of the transactions which we are to enter into and are agreed to by you, please communicate your acceptance by executing the enclosed copies of this letter where indicated and returning them to us.

Yours very truly,

BEACON SECURITIES LIMITED

By: *"Stephen Delaney"*
Name: Stephen Delaney
Title: Managing Director, Investment Banking

CORMARK SECURITIES INC.

By: *"Chris Shaw"*
Name: Chris Shaw
Title: Managing Director, Investment Banking

CANACCORD GENUITY CORP.

By: *"Jason Robertson"*
Name: Jason Robertson
Title: Managing Director, Investment Banking

ALTACORP CAPITAL INC.

By: *"Jeff Fallows"*
Name: Jeff Fallows
Title: Managing Director, Investment Banking

Accepted and agreed to by the undersigned as of the date of this letter first written above.

GREENSPACE BRANDS INC.

By: *"Matthew Von Teichman"*
Name: Matthew Von Teichman
Title: President and Chief Executive Officer

SCHEDULE A

TERMS AND CONDITIONS FOR UNITED STATES OFFERS AND SALES

As used in this schedule, the following terms shall have the meanings indicated:

Affiliate	means an “affiliate” as that term is defined in Rule 405 under the U.S. Securities Act;
Directed Selling Efforts	means “directed selling efforts” as that term is defined in Rule 902 (c) of Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule, it means, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Offered Securities being offered pursuant to Regulation S, and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of any of the securities;
Foreign Issuer	means a “foreign issuer” as that term is defined in Rule 902 (e) of Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule, it means any issuer which is: (a) the government of any foreign country or of any political subdivision of a foreign country; or (b) a corporation or other organization incorporated under the laws of any foreign country, except an issuer meeting the following conditions as of the last Business Day of its most recently completed second fiscal quarter: (1) more than 50 percent of the outstanding voting securities of such issuer are held of record either directly or indirectly by residents of the United States; and (2) any of the following; (i) the majority of the executive officers or directors of the issuer are United States citizens or residents, (ii) more than 50 percent of the assets of the issuer are located in the United States, or (iii) the business of the issuer is administered principally in the United States;
General Solicitation or General Advertising	means “general solicitation or general advertising”, as used in Rule 502(c) under the U.S. Securities Act, including any advertisement, article, notice or other communication published in any newspaper, magazine, on the internet or similar media or broadcast over radio or television or on the internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;
Offshore Transaction	means “offshore transaction” as that term is defined in Rule 902(h) of Regulation S;
Qualified Institutional Buyer	means a “qualified institutional buyer” as that term is defined in Rule 144A;
Regulation D	means Regulation D under the U.S. Securities Act;
Regulation S	means Regulation S under the U.S. Securities Act;

Rule 144A	means Rule 144A adopted by the SEC under the U.S. Securities Act;
SEC	means the United States Securities and Exchange Commission;
Substantial U.S. Market Interest	means "substantial U.S. market interest" as that term is defined in Rule 902(j) of Regulation S;
U.S. Affiliate	means a United States registered broker-dealer affiliate of an Underwriter;
U.S. Exchange Act	means the United States Securities Exchange Act of 1934, as amended;
U.S. Placement Memorandum	means the U.S. private placement memorandum, including a copy of the English language version of the Prospectus, prepared by the Company in connection with the offer and sale of the Offered Securities, in the United States or to U.S. Persons;
U.S. Preliminary Placement Memorandum	means the preliminary U.S. private placement memorandum, including a copy of the English language version of the Preliminary Prospectus, prepared by the Company in connection with the offer and sale of the Offered Securities in the United States or to U.S. Persons; and
U.S. Securities Act	means the United States Securities Act of 1933, as amended.

All capitalized terms used herein without definition have the meanings ascribed thereto in the Underwriting Agreement to which this Schedule "A" is attached.

<u>Representations, Warranties and Covenants of the Underwriters</u>

Each Underwriter, on its own behalf and on behalf of its U.S. Affiliate, acknowledge that the Offered Securities have not been and will not be registered under the U.S. Securities Act and may not be offered or sold within the United States or to any U.S. Person, except pursuant to an exemption from the registration requirements of the U.S. Securities Act. Accordingly, each of the Underwriters, on its own behalf and on behalf of its U.S. Affiliate, represents, warrants and covenants to the Company that:

1. It has offered and sold, and will offer and sell, (a) the Offered Securities forming part of its allotment only in Offshore Transactions in accordance with Rule 903 of Regulation S or (b) the Offered Securities as provided in paragraphs 2 through 12 below. Accordingly, neither the Underwriter, its U.S. Affiliates nor any persons acting on its or their behalf, has made or will make (except as permitted in paragraphs 2 through 12 below): (i) any offer to sell or any solicitation of an offer to buy, any Offered Securities to or for the account or benefit of any U.S. Person or any person in the United States; (ii) any sale of Offered Securities to any purchaser unless, at the time the buy order was or will have been originated, the purchaser was outside the United States, or the Underwriter, its U.S. Affiliates or persons acting on its behalf reasonably believed that such purchaser was outside the United States; or (iii) any Directed Selling Efforts in the United States with respect to the Offered Securities.

2. It will not offer or sell the Offered Securities in the United States, or to for the account or benefit of any U.S. Person or any person in the United States, except that it may offer and sell the Initial Public Subscription Receipts and Additional Securities to Qualified Institutional Buyers with whom the Underwriters have a pre-existing relationship. It shall inform, or cause its U.S. Affiliate to inform, each Qualified Institutional Buyer that the Initial Public Subscription Receipts and

Additional Securities are being sold to it in reliance upon exemptions from the registration requirements of the U.S. Securities Act.

3. It has not entered and will not enter into any contractual arrangement with respect to the distribution of the Initial Public Subscription Receipts and Additional Securities, except with its U.S. Affiliates, any Selling Firms or with the prior written consent of the Company. It shall require each Selling Firm to agree in writing, for the benefit of the Company to comply with, and shall use its best efforts to ensure that each Selling Firm complies with, the same provisions of this Schedule "A" as apply to such Underwriter as if such provisions applied to such Selling Firm.

4. All offers of Initial Public Subscription Receipts and Additional Securities in the United States have been and will be made by the Underwriter's U.S. Affiliate and all sales of the Initial Public Subscription Receipts and Additional Securities in the United States shall be and will be made by the Underwriter's U.S. Affiliate to Qualified Institutional Buyers in compliance with Rule 144A and in transactions exempt from registration under any applicable state securities laws.

5. It and its Affiliates have not, either directly or through a person acting on its or their behalf, solicited and will not solicit offers to buy, and have not offered to sell and will not offer to sell, Initial Public Subscription Receipts and Additional Securities in the United States by any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act.

6. It and its U.S. Affiliate are Qualified Institutional Buyers, and all offers and sales of Initial Public Subscription Receipts and Additional Securities have been or will be made in the United States in accordance with any applicable U.S. federal or state laws or regulations governing the registration or conduct of securities brokers or dealers and applicable rules of the Financial Industry Regulatory Authority, Inc. Each U.S. Affiliate that makes offers and sales in the United States is on the date hereof, and will be on the date of each offer and sale of Initial Public Subscription Receipts and Additional Securities in the United States, duly registered as a broker-dealer pursuant to Section 15(b) of the U.S. Exchange Act and the securities laws of each state in which such offer or sale is made (unless exempted from the respective state's broker-dealer registration requirements).

7. Immediately prior to making an offer of Initial Public Subscription Receipts and Additional Securities in the United States, the Underwriter and its U.S. Affiliate had reasonable grounds to believe and did believe that each such offeree was a Qualified Institutional Buyer. At the time of each sale of Initial Public Subscription Receipts and Additional Securities to a person in the United States, the Underwriter, its U.S. Affiliates, and any person acting on its or their behalf will have reasonable grounds to believe and will believe, that each purchaser is a Qualified Institutional Buyer.

8. Prior to any sale of Initial Public Subscription Receipts and Additional Securities in the United States each Qualified Institutional Buyer will be provided with the U.S. Placement Memorandum and will be required to execute the Qualified Institutional Buyer Letter in the form attached as Exhibit I to the U.S. Placement Memorandum.

9. Each offeree of Initial Public Subscription Receipts and Additional Securities in the United States shall be provided with a copy of either the U.S. Preliminary Placement Memorandum or the U.S. Placement Memorandum. Each purchaser of Initial Public Subscription Receipts and Additional Securities in the United States shall be provided, prior to time of purchase of any Initial Public

Subscription Receipts and Additional Securities, with a copy of the U.S. Placement Memorandum.

10. At least one Business Day prior to the Closing Date, the Company and its transfer agent will be provided with a list of all purchasers of the Initial Public Subscription Receipts and Additional Securities in the United States.

11. At the Closing, each Underwriter (together with its U.S. Affiliate) that participated in the offer of Initial Public Subscription Receipts and Additional Securities in the United States, will either: (i) provide a certificate, substantially in the form of Exhibit A to this Schedule “A”, relating to the manner of the offer and sale of the Initial Public Subscription Receipts and Additional Securities in the United States, or (ii) be deemed to have represented and warranted that neither it, its Affiliates nor any one acting on its or their behalf, has offered or sold any Initial Public Subscription Receipts and Additional Securities in the United States.

12. Neither the Underwriter, its U.S. Affiliates or any person acting on its behalf (other than the Company, its Affiliates and any person acting on their behalf, as to which no representation is made) has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Initial Public Subscription Receipts and Additional Securities.

Representations, Warranties and Covenants of the Company

The Company represents, warrants, covenants and agrees that:

1. The Company is, and at the Closing will be, a Foreign Issuer and reasonably believes that there is no Substantial U.S. Market Interest in the Offered Securities.

2. The Company is not, and as a result of the sale of the Offered Securities contemplated hereby and the application of the proceeds of the Offering as set forth under the caption “Use of Proceeds” in the Prospectus, will not be, an open-end investment company, a unit investment trust or a face-amount certificate company registered or required to be registered or a closed-end investment company required to be registered, but not registered, under the United States Investment Company Act of 1940, as amended.

3. The Initial Public Subscription Receipts and Additional Securities are eligible for resale pursuant to Rule 144A(d)(3)(i).

4. So long as any Initial Public Subscription Receipts and Additional Securities are outstanding and are “restricted securities” within the meaning of Rule 144(a)(3) under the U.S. Securities Act and if it is not exempt from reporting pursuant to Rule 12g3-2(b) under the U.S. Exchange Act nor subject to and in compliance with Section 13 or 15(d) of the U.S. Exchange Act, the Company shall furnish to any holder of the Initial Public Subscription Receipts and Additional Securities and any prospective purchaser of the Initial Public Subscription Receipts and Additional Securities designated by such holder, upon request of such holder, the information required to be delivered pursuant to Rule 144A(d)(4) under the U.S. Securities Act (so long as such requirement is necessary in order to permit holders of the Initial Public Subscription Receipts and Additional Securities to effect resales under Rule 144A).

5. Except with respect to offers and sales in accordance with this Schedule “A” to Qualified Institutional Buyers in reliance upon an exemption from registration under the U.S. Securities Act, neither the Company nor any of its Affiliates, nor any person acting on its or their behalf

(other than the Underwriters, their respective U.S. Affiliates or any person acting on their behalf, in respect of which no representation is made), has made or will make: (A) any offer to sell, or any solicitation of an offer to buy, any Offered Securities to a person in the United States; or (B) any sale of Offered Securities unless, at the time the buy order was or will have been originated, the purchaser is (i) outside the United States or (ii) the Company, its Affiliates, and any person acting on their behalf reasonably believe that the purchaser is outside the United States.

6. During the period in which the Offered Securities are offered for sale, neither it nor any of its Affiliates, nor any person acting on its or their behalf (other than the Underwriters, their respective U.S. Affiliates or any person acting on their behalf, in respect of which no representation is made) has engaged in or will engage in any Directed Selling Efforts in the United States with respect to the Offered Securities, or has taken or will take any action in violation of Regulation M under the U.S. Exchange Act or that would cause the exemptions afforded by Rule 144A to be unavailable for offers and sales of Initial Public Subscription Receipts and Additional Securities in the United States in accordance with this Schedule “A”, or the exclusion from registration afforded by Rule 903 of Regulation S to be unavailable for offers and sales of the Offered Securities outside the United States in accordance with the Underwriting Agreement.

7. None of the Company, any of its Affiliates or any person acting on its or their behalf (other than the Underwriters, their respective U.S. Affiliates or any person acting on their behalf, in respect of which no representation is made) has offered or will offer to sell, or has solicited or will solicit offers to buy, the Initial Public Subscription Receipts and Additional Securities in the United States by means of any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act.

8. The U.S. Preliminary Placement Memorandum and the U.S. Placement Memorandum (and any other material or document prepared or distributed by or on behalf of the Company used in connection with offers and sales of the Offered Securities) include, or will include, statements to the effect that the Initial Public Subscription Receipts and Additional Securities have not been registered under the U.S. Securities Act and may not be offered or sold in the United States unless an exemption from the registration requirements of the U.S. Securities Act and all applicable state securities laws is available. Such statements have appeared, or will appear, (i) on the cover page of the U.S. Preliminary Placement Memorandum and the U.S. Placement Memorandum; (ii) in the “Plan of Distribution” section of the U.S. Preliminary Placement Memorandum and the U.S. Placement Memorandum; and (iii) in any press release or other public statement made or issued by the Company or anyone acting on the Company's behalf.

EXHIBIT A TO SCHEDULE A
UNDERWRITER'S CERTIFICATE

In connection with the private placement in the United States of the Initial Public Subscription Receipts and Additional Securities (the "**Offered Securities**") of GreenSpace Brands Inc. (the "**Company**") pursuant to the underwriting agreement dated as of December 16, 2016 between the Company and the Underwriters named therein (the "**Underwriting Agreement**"), the undersigned does hereby certify as follows:

1. ● is on the date hereof, and was at the time of each offer and sale of the Offered Securities made by it, a duly registered broker or dealer with the United States Securities and Exchange Commission, and a member of and in good standing with the Financial Industry Regulatory Authority, Inc. ("**FINRA**");
2. prior to the purchase of any Offered Securities in the United States, each offeree in the United States was provided with a copy of the U.S. Placement Memorandum, and no other written material, other than the U.S. Preliminary Placement Memorandum and any Supplementary Material approved by the Company for use in presentations to prospective purchasers, was used by us in connection with the Offering of the Offered Securities in the United States;
3. immediately prior to transmitting such U.S. Placement Memorandum to such offerees, we had reasonable grounds to believe and did believe that each offeree purchasing Offered Securities from us was a qualified institutional buyer within the meaning of Rule 144A under the U.S. Securities Act ("**Qualified Institutional Buyer**") and, on the date hereof, we continue to believe that each person purchasing Offered Securities in the United States is a Qualified Institutional Buyer;
4. no form of "general solicitation" or "general advertising" (as those terms are used in Regulation D under the U.S. Securities Act) was used by us, including advertisements, articles, notices or other communications published in any newspaper, magazine, on the internet or similar media or broadcast over radio, television or the internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising, in connection with the offer or sale of the Offered Securities in the United States;
5. all offers and sales of Offered Securities in the United States have been effected by ● in accordance with all applicable U.S. federal and state broker-dealer requirements and FINRA rules;
6. all offers and sales of the Offered Securities have been conducted by us in accordance with the terms of the Underwriting Agreement, including Schedule "A" thereto; and
7. prior to any sale of the Offered Securities in the United States, we caused each purchaser to execute a Qualified Institutional Buyer Letter in the form attached as Exhibit I to the U.S. Placement Memorandum.

Terms used in this certificate have the meanings given to them in the Underwriting Agreement, including Schedule A thereto, unless otherwise defined herein.

DATED this ________ day of ___________________________, 2016.

●	●
Per: ______________________________	Per: ______________________________
Authorized Signing Officer	Authorized Signing Officer