UNDERWRITING AGREEMENT

September 10, 2019

WeedMD Inc.
250 Elm Street
Aylmer, Ontario
N5H 2M8

Attention: Keith Merker, Chief Executive Officer

Dear Sir:

Based upon and subject to the terms and conditions set out in this agreement (the "**Agreement**"), Mackie Research Capital Corporation, as the lead underwriter and sole bookrunner ("**MRCC**") and Haywood Securities Inc. ("**Haywood**" and together with MRCC, the "**Underwriters**") hereby severally (and not jointly or jointly and severally) offer to purchase for resale, as principals, from WeedMD Inc. (the "**Corporation**") in the respective percentages set out in Section 20 hereof, and the Corporation hereby agrees to sell to the Underwriters an aggregate of 12,000 convertible debenture units (each, a "**Debenture Unit**" and, collectively, the "**Debenture Units**") at a price of $1,000 per Debenture Unit (the "**Issue Price**"), with each Debenture Unit consisting of one convertible unsecured debenture of the Corporation (each, a "**Convertible Debenture**" and, collectively, the "**Convertible Debentures**") and 625 Common Share (as hereinafter defined) purchase warrants of the Corporation (each, a "**Warrant**" and, collectively, the "**Warrants**") for aggregate gross proceeds to the Corporation of $12,000,000.

The Convertible Debentures will bear interest at an annual rate of 8.5% payable semi-annually, not in advance, on June 30 and December 31 in each year commencing on December 31, 2019. The interest on the Convertible Debentures will be computed on the basis of a 360-day year composed of twelve 30-day months. The December 31, 2019 interest payment will represent accrued interest for the period from the Closing Date (as hereinafter defined) to December 31, 2019. The maturity date (the "**Maturity Date**") for the Convertible Debentures will be the date which is 36 months from the Closing Date. Each Convertible Debenture will be convertible into freely tradable Common Shares in the capital of the Corporation (each, a "**Debenture Share**" and, collectively, the "**Debenture Shares**") at the option of the holder at any time prior to the earlier of (i) the close of business on the Maturity Date; and (ii) the business day immediately preceding the date specified by the Corporation for redemption of the Convertible Debentures upon a Change of Control (as hereinafter defined) at a conversion price equal to $1.60 (the "**Conversion Price**"), provided that the Corporation may force the conversion of the principal amount of the then outstanding Convertible Debentures at the Conversion Price on not more than 60 days' and not less than 30 days' notice should the daily volume weighted average trading price of the Common Shares on the TSX Venture Exchange (the "**TSXV**") be greater than $3.20 for the consecutive 20 trading days of the Common Shares on the TSXV preceding such notice. The Convertible Debentures will be duly and validly created and issued pursuant to, and governed by, a trust indenture (the "**Trust Indenture**") to be entered into between TSX Trust Company (the "**Trustee**"), in its capacity as trustee thereunder, and the Corporation to be dated as of the Closing Date in a form mutually acceptable to the Corporation and the Underwriters, each acting reasonably. To the extent there is any inconsistency between the description of the terms of the Convertible Debentures contained in this Agreement and the Trust Indenture, the terms set forth in the Trust Indenture will govern.

Each Warrant will entitle the holder thereof to purchase one Common Share in the capital of the Corporation (each, a "**Warrant Share**" and, collectively, the "**Warrant Shares**") at an exercise price equal to a $1.80 (the "**Exercise Price**") at any time prior to 5:00 p.m. (Toronto time) on the date which is 36 months from the Closing Date (as hereinafter defined), subject to adjustment in certain circumstances, provided that if, at any time prior to the expiry date of the Warrants, the daily volume-weighted average trading price of the Common Shares on the TSXV is greater than $3.60 for 20 consecutive trading days, the Corporation may, within not more than sixty (60) calendar days and not less than thirty (30) calendar days of the occurrence of such event, deliver a notice (and concurrently file a press release) to the holders of the Warrants accelerating the expiry date of the Warrants to the date that is thirty (30) calendar days immediately following the date of such notice. The Warrants will be duly and validly created and issued pursuant to, and governed by, a warrant indenture (the "**Warrant Indenture**") to be entered into between TSX Trust Company (the "**Warrant Agent**"), in its capacity as warrant agent thereunder, and the Corporation to be dated as of the Closing Date. To the extent there is any inconsistency between the description of the terms of the Warrants contained in this Agreement and the Warrant Indenture, the terms set forth in the Warrant Indenture will govern.

In addition, the Corporation hereby grants to the Underwriters an option (the "**Over-Allotment Option**"), for market stabilization purposes and for the purposes of covering the Underwriters' over-allocation position, exercisable by the Underwriters in respect of: (i) additional Debenture Units (each an "**Additional Unit**" and, collectively, the "**Additional Units**") at the Issue Price, each such Additional Unit comprised of one Convertible Debenture (each an "**Additional Debenture**" and, collectively, the "**Additional Debentures**") and 625 Warrants (each an "**Additional Warrant**" and, collectively, the "**Additional Warrants**"); (ii) Additional Debentures at a price of $825.81 per Additional Debenture; (iii) Additional Warrants at a price of $0.2787 per Additional Warrant; or (iv) any combination of Over-Allotment Units, Additional Debentures and Additional Warrants (the "**Additional Securities**"), so long as the aggregate number of Additional Debentures and Additional Warrants which may be issued under the Over-Allotment Option (including those comprising Over-Allotment Units) does not exceed 1,800 Additional Debentures and/or 1,125,000 Additional Warrants. If the Over-Allotment Option is exercised, any Additional Securities issued thereunder will be deemed to form part of the Offering for the purposes hereof and all of the terms and conditions relating to the Closing (as hereinafter defined) will apply to the Over-Allotment Option closing. The Over-Allotment Option is exercisable in whole or in part, at the sole discretion of the Underwriters, for a period of 30 days following the Closing Date (as hereinafter defined) as more particularly described in Section 11 hereof. The Debenture Units, the Additional Securities, the Convertible Debentures and the Warrants are collectively referred to herein as an "**Offered Security**", individually, and the "**Offered Securities**", collectively. The offer and sale of the Offered Securities is referred to herein as the "**Offering**".

The Offered Securities may be distributed in each of the provinces of Canada except Québec (the "**Qualifying Jurisdictions**") by the Underwriters pursuant to the Final Prospectus (as hereinafter defined) and (i) offered and re-sold in the United States (as hereinafter defined), or to or for the account or benefit of a U.S. Person (as hereinafter defined) pursuant to Rule 144A (as hereinafter defined) by the Underwriters, acting through the U.S. Affiliates (as hereinafter defined) on a private placement basis pursuant to the exemption from the registration requirements of the U.S. Securities Act (as hereinafter defined) provided by Rule 144A and applicable U.S. state securities laws or (ii) offered by the Underwriters through the U.S. Affiliates to Institutional Accredited Investors (as hereinafter defined) on a private placement basis who purchase the securities directly from the Corporation, as Substituted Purchasers (as hereinafter defined), pursuant to the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D, and in each of (i) and (ii) pursuant to Schedule "A" attached hereto. Subject to applicable Laws (as hereinafter defined), including the U.S. Securities Act (as hereinafter defined) and the terms of this Agreement, the Offered Securities may also be offered and sold outside Canada and the United States where they may be lawfully offered and sold on a basis exempt from the prospectus, registration and similar requirements of any such jurisdictions. The Corporation and the Underwriters agree that any offers, sales or purchases of Offered Securities in the United States, or to or for the account or benefit of, persons in the United States or U.S. Persons: (i) will be made in accordance with Schedule "A" attached hereto, which forms part of this Agreement; (ii) will be conducted in such a manner so as not to require registration thereof under the U.S. Securities Act or applicable U.S. state securities laws; and (iii) will be conducted through one or more duly registered U.S. Affiliates in compliance with applicable federal and state securities laws of the United States (including laws and regulations governing the registration and conduct of brokers and dealers),and the applicable rules and regulations of the Financial Industry Regulatory Authority, Inc.

In consideration of the Underwriters' services to be rendered in connection with the Offering, the Corporation will pay to the Underwriters a cash fee (the "**Underwriting Fee**") equal to 6.0% of the gross proceeds of the Offering. As additional consideration for the services rendered in connection with the Offering, the Corporation has agreed to issue to the Underwriters such number of non-transferable broker warrants as is equal to 6.0% of: (i) the number of Common Shares issuable upon conversion of the Convertible Debentures (based on the Conversion Price) (the "**CD Broker Warrants**") (including upon exercise of the Over-Allotment Option); plus (ii) the number of Common Shares issuable upon exercise of the Warrants sold under the Offering (the "**Unit Broker Warrants**" and together with the CD Broker Warrants, the "**Broker Warrants**") (including upon exercise of the Over-Allotment Option). Each CD Broker Warrant will entitle the holder thereof to acquire one Common Share (a "**CD Broker Share**") at an exercise price equal to the Conversion Price per CD Broker Share for a period of 36 months following the Closing Date, subject to adjustment in certain customary events. Each Unit Broker Warrant will entitle the holder thereof to acquire one Common Share (a "**Unit Broker Share**" and together with the CD Broker Shares, the "**Broker Shares**") at an exercise price equal to the Exercise Price per Unit Broker Share for a period of 36 months following the Closing Date (as hereinafter defined), subject to adjustment in certain customary events. The Broker Warrants will be evidenced by certificates (the "**Broker Warrant Certificates**").

The Underwriters acknowledge that the Broker Warrants and the Broker Shares (collectively, the "**Broker Securities**") have not been and will not be registered under the U.S. Securities Act or any U.S. state securities laws, and the Broker Warrants may not be exercised in the United States or by, or for the account or benefit of, any U.S. Person or person in the United States, except pursuant to an exemption from the registration requirements of the U.S. Securities Act and applicable U.S. state securities laws. In connection with the issuance of the Broker Securities, as the case may be, each of the Underwriters represents and warrants that (i) it is not a U.S. Person and it is not acquiring and will not acquire, as applicable, the Broker Securities in the United States, or on behalf of a U.S. Person or a person located in the United States, (ii) this Agreement was executed and delivered outside the United States and (iii) it is acquiring the Broker Securities, as principal for its own account and not for the benefit of any other person. The Underwriters agree that they will not engage in any Directed Selling Efforts (as defined in Schedule "A") with respect to any Broker Securities.

Terms and Conditions

The following are additional terms and conditions of this Agreement between the Corporation and the Underwriters:

1. **Interpretation.**

(a) **Definitions**. Where used in this Agreement or in any amendment hereto, the following terms will have the following meanings, respectively:

"**ACC/WeedMD Business Combination**" means the Corporation's business combination with WeedMD Rx Canada Inc. on April 13, 2017, whereby WeedMD Rx Canada Inc. amalgamated with a wholly-owned subsidiary of the Corporation;

"**Additional Debentures**" has the meaning ascribed thereto on the second page hereof;

"**Additional Securities**" has the meaning ascribed thereto on the second page hereof**;**

"**Additional Units**" has the meaning ascribed thereto on the second page hereof;

"**Additional Warrants**" has the meaning ascribed thereto on the second page hereof;

"**affiliate**", "**associate**", "**distribution**", "**material change**", "**material fact**" and "**misrepresentation**", will have the respective meanings ascribed thereto in the *Securities Act* (Ontario);

"**Agreement**" has the meaning ascribed thereto on the face page hereof;

"**Aylmer Premises**" means the Corporation's or its Subsidiaries' (i) 26,000 square foot indoor facility at 250 Elm Street in Aylmer, Ontario;

"**Amended Aylmer WeedMD Licence**" means the Health Canada producer's licence issued to WeedMD Rx on May 24, 2019 and expiring April 24, 2020;

"**Amended Strathroy WeedMD Licence**" means the Health Canada producer's licence issued to WeedMD Rx on May 31, 2019 and expiring June 8, 2021;

"**Applicable Laws**" has the meaning ascribed thereto in subsection 9(j) hereof;

"**Assets and Properties**" with respect to any Person means all assets and properties of every kind, nature, character and description (whether real, personal or mixed, tangible or intangible, choate or inchoate, absolute, accrued, contingent, fixed or otherwise, and, in each case, wherever situated), including the goodwill related thereto, operated, owned or leased by or in the possession of such Person and, for greater certainty, with respect to the Corporation, and/or its subsidiaries, includes the Existing Premises;

"**Authorizations**" has the meaning ascribed thereto in subsection 9(j) hereof;

"**Broker Securities**" has the meaning ascribed thereto on the third page hereof;

"**Broker Shares**" has the meaning ascribed thereto on the third page hereof;

"**Broker Warrants**" has the meaning ascribed thereto on the third page hereof;

"**Broker Warrant Certificates**" has the meaning ascribed thereto on the third page hereof;

"**Business**" means the business of being a cannabis company with cultivation and sale operations, including distribution and supply of prescription cannabis;

"**Business Day**" means any day, other than a Saturday or Sunday, on which the chartered banks in Toronto, Ontario, are open for commercial banking business during normal banking hours;

"**Canadian Securities Regulators**" means, collectively, the Securities Regulators in the Qualifying Jurisdictions;

"**CD Broker Share**" has the meaning ascribed thereto on the third page hereof;

"**CD Broker Warrants**" has the meaning ascribed thereto on the third page hereof;

“**CDS**” means CDS Clearing and Depository Services Inc.;

“**Change of Control**” means: (i) any event as a result of or following which any person, or group of persons “acting jointly or in concert” within the meaning of applicable Canadian securities laws, beneficially owns or exercises control or direction over an aggregate of more than 50% of the then outstanding Common Shares; or (ii) the sale or other transfer of all or substantially all of the consolidated assets of the Corporation, but will not include a sale, merger, reorganization or other similar transaction if the previous holders of the Common Shares hold at least 50% of the voting shares of such merged, reorganized or other continuing entity;

“**Closing**” means the completion of the issue and sale of the Debenture Units and, if applicable, any Additional Securities issued and sold pursuant to the exercise of the Over-Allotment Option;

“**Closing Date**” means September 25, 2019 or any earlier or later date as may be agreed to by the Corporation and MRCC, each acting reasonably, or as required by subsection 3(e) hereof;

“**Closing Time**” means 8:00 a.m. (Toronto time) on the Closing Date or such other time on the Closing Date as the Corporation and MRCC may agree;

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

“**Contracts**” means all agreements, contracts or commitments of any nature, written or oral, including, for greater certainty and without limitation, leases, loan documents and security documents;

“**Conversion Price**” has the meaning ascribed thereto on the face page hereof;

“**Convertible Debentures**” has the meaning ascribed thereto on the face page hereof;

“**Corporation**” has the meaning ascribed thereto on the face page hereof;

“**Corporation’s Auditors**” means RSM Canada LLP, or such other firm of chartered accountants as the Corporation may have appointed or may from time to time appoint as auditors of the Corporation;

“**CX Industries**” means CX Industries Inc., a corporation governed by the laws of the Province of Ontario;

“**Debenture Share**” has the meaning ascribed thereto on the face page hereof;

“**Debenture Units**” has the meaning ascribed thereto on the face page hereof;

“**Defaulted Securities**” has the meaning ascribed thereto in Section 21 hereof;

“**Documents Incorporated by Reference**” means all financial statements, management information circulars, annual information forms, material change reports, business acquisition reports or other documents filed by the Corporation, whether before or after the date of this Agreement, that are required by applicable Securities Laws of the Qualifying Jurisdictions to be incorporated by reference into the Prospectuses or any Supplementary Material, and all Marketing Materials;

“**Engagement Letter**” means the engagement deal letter dated September 4, 2019, as amended on September 5, 2019, between MRCC and the Corporation in respect of the Offering;

"**Environmental Laws**" means all applicable laws currently in existence in Canada (whether federal, provincial or municipal) relating in whole or in part to the protection and preservation of the environment, occupational health and safety, product safety, product liability or hazardous substances, including the *Environmental Protection Act* (Ontario) and the *Canadian Environmental Protection Act* (Canada);

"**Environmental Permits**" includes all orders, permits, certificates, approvals, consents, registrations and licences issued by any authority of competent jurisdiction under any Environmental Laws;

"**Exercise Price**" has the meaning ascribed thereto on the face page hereof;

"**Existing Premises**" means the Aylmer Premises and the Strathroy Premises;

"**Final Prospectus**" means the (final) short form prospectus, including all of the Documents Incorporated by Reference, relating to the distribution of the Offered Securities and for which a receipt has been issued by the Principal Regulator on its own behalf and on behalf of each of the other Canadian Securities Regulators pursuant to the Passport System and NP 11-202;

"**Final U.S. Private Placement Memorandum**" means the final U.S. private placement memorandum, including the Final Prospectus, prepared for use in connection with the offer and sale of the Offered Securities to, or for the account or benefit of, persons in the United States or U.S. Persons;

"**Financial Information**" means, collectively, the financial and accounting information relating to the Corporation and incorporated by reference into the Prospectuses and any Supplementary Material, including the Financial Statements, and the accompanying management's discussion and analysis;

"**Financial Statements**" means, collectively, the financial statements of the Corporation and the Subsidiaries included in the Documents Incorporated by Reference, including the notes thereto together with any report thereon prepared by the Corporation's Auditors as at and for the periods included therein;

"**Governmental Authority**" means and includes, without limitation, any national, federal government, province, state, municipality 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, including without limitation Health Canada;

"**Hazardous Materials**" has the meaning ascribed thereto in subsection 9(rr) hereof;

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

"**Indebtedness**" means all indebtedness for borrowed money or for the deferred purchase price of property or services (including any guarantees in respect of the foregoing, reimbursement and all other obligations with respect to surety bonds, letters of credit and bankers' acceptances, whether or not matured);

"**Indemnified Party**" has the meaning ascribed thereto in subsection 17 hereof;

"**Institutional Accredited Investor**" means an "accredited investor" that meets one or more of the criteria set forth in Rule 501(a)(1), (2), (3) or (7) of Regulation D;

"**Intellectual Property**" means all trade or brand names, business names, trademarks, service marks, copyrights, patents, patent rights, licences, industrial designs, know-how (including trade secrets and other unpatented or un-patentable proprietary or confidential information, systems or procedures), computer software, inventions, designs and other industrial or intellectual property of any nature whatsoever;

"**Issue Price**" has the meaning ascribed thereto on the face page hereof;

"**Laws**" means the Securities Laws and all other statutes, regulations, statutory 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 guideline, of any Governmental Authority, and the term "applicable" with respect to such Laws and in the context that refers to one or more persons, means that such Laws apply 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;

"**Licences**" means means the Amended Aylmer WeedMD Licence and the Amended Strathroy WeedMD Licence;

"**Lien**" means any mortgage, charge, pledge, hypothecation, security interest, assignment, lien (statutory or otherwise), charge, title retention agreement or arrangement, restrictive covenant or other encumbrance of any nature, or any other arrangement or condition which, in substance, secures payment or performance of an obligation;

"**Losses**" has the meaning ascribed thereto in subsection 17 hereof;

"**Marketing Materials**" has the meaning ascribed thereto in NI 41-101;

"**Maturity Date**" has the meaning ascribed thereto on the face page hereof;

"**Material Adverse Effect**" means any change (including a decision to implement such a change made by the board of directors or by senior management who believe that confirmation of the decision of the board of directors is probable), event, violation, inaccuracy, circumstance, development or effect that is materially adverse to the business, assets (including intangible assets), capitalization, liabilities (contingent or otherwise), condition (financial or otherwise), prospects or results of operations of the Corporation and its subsidiaries, taken as a whole, whether or not arising in the ordinary course of business;

"**Material Premises**" has the meaning ascribed thereto in subsection 9(qq) hereof;

"**MRCC**" has the meaning ascribed thereto on the face page hereof;

"**NI 41-101**" means National Instrument 41-101 – *General Prospectus Requirements;*

"**NI 44-101**" means National Instrument 44-101 – *Short Form Prospectus Distributions*;

"**Notice**" has the meaning ascribed thereto in Section 22 hereof;

“**NP 11-202**” means National Policy 11-202 – *Process for Prospectus Reviews in Multiple Jurisdictions*;

“**Offered Securities**” has the meaning ascribed thereto on the second page hereof;

“**Offering**” has the meaning ascribed thereto on the second page hereof;

“**Offering Documents**” means, collectively, the Preliminary Prospectus, the Final Prospectus, the Preliminary U.S. Placement Memorandum, the Final U.S. Placement Memorandum and any Supplementary Material;

“**Original Aylmer WeedMD Licence**” means the Health Canada producer’s licence issued to WeedMD Rx in respect of the Aylmer Premises on April 22, 2016 and expiring April 24, 2020;

“**Original Strathroy WeedMD Licence**” means the Health Canada producer’s licence issued to WeedMD Rx in respect of the Strathroy Premises on June 8, 2018 and expiring June 8, 2021;

“**Over-Allotment Notice**” has the meaning ascribed thereto in Section 11 hereof;

“**Over-Allotment Option**” has the meaning ascribed thereto on the second page hereof;

“**Passport System**” means the system and procedures for prospectus filing and review under Multilateral Instrument 11-102 – *Passport System* adopted by the Canadian Securities Regulators (other than the Ontario Securities Commission);

“**Permitted Encumbrances**” means: (i) any validly perfected security interest given by the Corporation in respect of any indebtedness; (ii) any other security given by the Corporation in connection with the operation of the Business; (iii) liens against the Corporation or its assets for taxes, assessments or governmental charges or levies not due and delinquent; (iv) undetermined or inchoate liens and charges incidental to the current operations of the Corporation which have not been filed pursuant to law or which relate to obligations not due or delinquent; (v) any permitted encumbrance under indebtedness; and (vi) those otherwise disclosed to the Underwriters in writing or disclosed in the Prospectuses or any Supplementary Material;

“**Person**” will be broadly interpreted and will include any individual, corporation, partnership, joint venture, firm, association, trust or other legal entity;

“**Preliminary Prospectus**” means the preliminary short form prospectus of the Corporation dated September 10, 2019 including all of the Documents Incorporated by Reference, prepared by the Corporation and relating to the distribution of the Offered Securities and for which a receipt has been issued by the Principal Regulator on its own behalf and on behalf of each of the other Canadian Securities Regulators pursuant to the Passport System and NP 11-202;

“**Preliminary U.S. Private Placement Memorandum**” means the preliminary U.S. private placement memorandum, including the Preliminary Prospectus, prepared for use in connection with the offer and sale of the Offered Securities to, or for the account or benefit of, persons in the United States or U.S. Persons;

“**Principal Regulator**” means the Ontario Securities Commission as principal regulator of the Corporation under the Passport System and NP 11-202;

“**Prospectuses**” means, collectively, the Preliminary Prospectus, the Final Prospectus and any Supplementary Material;

“**Purchasers**” means, collectively, each of the purchasers of the Offered Securities pursuant to the Offering including, if applicable, the Underwriters;

“**Qualified Institutional Buyer**” means a qualified institutional buyer as that term is defined in Rule 144A

“**Qualifying Jurisdictions**” has the meaning ascribed thereto on the second page hereof;

“**Regulation D**” means Regulation D adopted by the SEC under the U.S. Securities Act;

“**Regulation S**” means Regulation S adopted by the SEC under the U.S. Securities Act;

“**Rule 144A**” means Rule 144A under the U.S. Securities Act;

“**Rule 506(b)**” means Rule 506(b) of Regulation D;

“**Sanctions**” has the meaning ascribed thereto in subsection 9(zz) hereof;

“**SEC**” means the United States Securities and Exchange Commission;

“**Securities Laws**” means, unless the context otherwise requires, all applicable securities laws in each of the Qualifying Jurisdictions, the United States and the applicable securities laws of all other jurisdictions other than the Qualifying Jurisdictions and the United States in which the Offered Securities are offered, as applicable, and the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, national or multilateral instruments, orders, blanket rulings and other regulatory instruments of the securities regulatory authorities in such jurisdictions;

“**Securities Regulators**” means, collectively, the securities regulators or other securities regulatory authorities in the Qualifying Jurisdictions, the United States and any other jurisdictions in which the Offered Securities are offered or sold, as the case may be;

“**Selling Firm**” has the meaning ascribed thereto in subsection 3(c) hereof;

“**Standard Listing Conditions**” has the meaning ascribed thereto in subsection 5(a)(v) hereof;

“**Strathroy Premises**” means the Corporation’s or its Subsidiaries’ 610,000 square foot greenhouse facility at 8157 Inadale Drive in Mount Brydges Strathroy, Ontario;

“**Subsequent Disclosure Documents**” means any financial statements, management information circulars, annual information forms, material change reports, business acquisition reports, or other documents filed by the Corporation after the date of this Agreement that are required by applicable Securities Laws of the Qualifying Jurisdictions to be incorporated by reference in the Prospectuses;

“**subsidiary**” has the meaning ascribed thereto in the *Business Corporations Act* (Ontario) unless otherwise defined herein;

“**Subsidiaries**” means the Corporation’s subsidiaries, being: WeedMD Rx; WeedMD Capital Corp., a corporation governed by the laws of the Province of Ontario; Cannabis Beverages Inc., a corporation governed by the laws of the Province of Ontario; 2686912 Ontario Limited, a corporation governed by the laws of the Province of Ontario; 2686913 Ontario Limited, a corporation governed by the laws of the Province of Ontario; Pioneer Cannabis Corp., a corporation governed by the laws of the Province of Ontario; and CX Industries;

“**Substituted Purchasers**” means an Institutional Accredited Investor that is, or is acting for the account or benefit of, a person in the United States or a U.S. Person designated by the Underwriters through the U.S. Affiliate(s) to purchase Debenture Units or Additional Securities, if any, from the Corporation pursuant to Rule 506(b) of Regulation D as substituted purchasers;

“**Supplementary Material**” means, collectively, any amendment to the Prospectuses, any amendment or supplemental prospectus or ancillary materials that may be filed by or on behalf of the Corporation under the Securities Laws relating to the offer and sale of the Offered Securities thereunder;

“**Taxes**” has the meaning ascribed thereto in subsection 9(iii)(aa) hereof;

“**Transaction Documents**” means, collectively, this Agreement, the Trust Indenture, the Warrant Indenture and the Broker Warrant Certificates;

“**Trustee**” has the meaning ascribed thereto on the face page hereof;

“**Trust Indenture**” has the meaning ascribed thereto on the face page hereof;

“**TSXV**” has the meaning ascribed thereto on the face page hereof;

“**Underlying Shares**” means, collectively, the Debenture Shares (including with respect to Additional Securities issued upon exercise of the Over-Allotment Option), the Warrant Shares and the Broker Shares;

“**Underwriters**” has the meaning ascribed thereto on the face page hereof;

“**Underwriting Fee**” has the meaning ascribed thereto on the third page hereof;

“**Unit Broker Shares**” has the meaning ascribed thereto on the third page hereof;

“**Unit Broker Warrants**” has the meaning ascribed thereto on the third page hereof;

“**United States**” means the “United States” as defined in Rule 902(l) of Regulation S;

“**U.S. Affiliate**” means the duly registered United States broker-dealer affiliate of an Underwriter;

“**U.S. Exchange Act**” means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder;

“**U.S. Person**” means a “U.S. person” as that term is defined in Rule 902(k) of Regulation S;

“**U.S. Securities Act**” means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder;

“**Warrant**” has the meaning ascribed thereto on the face page hereof;

“**Warrant Agent**” has the meaning ascribed thereto on the second page hereof;

“**Warrant Indenture**” has the meaning ascribed thereto on the second page hereof;

“**Warrant Share**” has the meaning ascribed thereto on the face page hereof; and

"**WeedMD RX**" means WeedMD RX Inc. a corporation governed by the laws of Canada, acquired by the Corporation on April 13, 2017.

(b) **Divisions and Headings.** The division of this Agreement into sections, subsections, paragraphs and other subdivisions and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. Unless something in the subject matter or context is inconsistent therewith, references herein to Sections, subsections, paragraphs and other subdivisions are to sections, subsections, paragraphs and other subdivisions of this Agreement.

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

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

(e) **Schedules.** Schedule "A" entitled "Compliance with United States Securities Laws", Schedule "B" entitled "Underwriter's Certificate" attached to this Agreement and are deemed to be incorporated into and to form part of this Agreement.

2. Attributes of the Offered Securities.

The Offered Securities to be issued and sold by the Corporation hereunder will be duly and validly created and issued by the Corporation and, when issued by the Corporation, such Offered Securities will have the rights, privileges, restrictions and conditions that conform in all material respects to the rights, privileges, restrictions and conditions set forth in the Offering Documents.

3. The Offering.

(a) Each Purchaser resident in a Qualifying Jurisdiction will purchase the Offered Securities pursuant to the Final Prospectus. The Corporation hereby agrees to secure compliance with all Securities Laws of the Qualifying Jurisdictions on a timely basis in connection with the distribution of the Offered Securities. Upon request by the Underwriters, and subject to the provisions of subsection 4(b), the Corporation and the Underwriters each agree to file within the periods stipulated under the Securities Laws of the United States, and at the expense of the Corporation, all post-closing filings required to be made by the Corporation in connection with the Offering in the United States, or to or for the account or benefit of, persons in the United States or U.S. Persons. The Underwriters agree to assist the Corporation in all reasonable respects to secure compliance with all regulatory requirements in connection with the Offering.

(b) The Corporation understands that although this Agreement is presented on behalf of the Underwriters as purchasers, the Underwriters may arrange for Substituted Purchasers for the Offered Securities. It is further understood that the Underwriters agree to purchase or cause to be purchased the Debenture Units, and if the Over-Allotment Option is exercised, the Additional Securities, as applicable, being issued by the Corporation and that this commitment is not subject to the Underwriters being able to arrange Substituted Purchasers. Each Substituted Purchaser will purchase Offered Securities at the respective Issue Price set forth in the paragraphs above, and to the extent that Substituted Purchasers purchase Offered Securities, the obligations of the Underwriters to do so will be reduced by the number of Offered Securities purchased by the Substituted Purchasers from the Corporation (but will not relieve the Underwriters from paying to the Corporation the Issue Price per Offered Security purchased by such Substituted Purchasers). Any reference in this Agreement hereafter to "**Purchasers**" will be taken to be a reference to the

Underwriters, as the initial committed purchasers, and to the Substituted Purchasers, if any. Notwithstanding the foregoing, all Offered Securities sold pursuant to Rule 144A will first be purchased by the Underwriters, acting as principal, and resold in transactions in accordance with Rule 144A.

(c) The Corporation agrees that the Underwriters will have the right to invite one or more investment dealers (each, a "**Selling Firm**") to form a selling group to participate in the soliciting of offers to purchase the Offered Securities. The Underwriters have the exclusive right to control all compensation arrangements between the members of the selling group, such compensation to be payable by the Underwriters. Subject to Sections 16 and 17 hereof, the Corporation grants all of the rights and benefits of this Agreement to any Selling Firm so appointed by the Underwriters and appoints the Underwriters as trustees of such rights and benefits for such Selling Firms, and the Underwriters hereby accept such trust and agree to hold such rights and benefits for and on behalf of such Selling Firms. The Underwriters will ensure that any Selling Firm appointed pursuant to the provisions of this subsection 3(c) or with whom the Underwriters have a contractual relationship with respect to the Offering, if any, agrees with the Underwriters to comply with the covenants and obligations given by the Underwriters herein or to which the Underwriters are subject.

(d) The Corporation represents and warrants to, and covenants and agrees with, the Underwriters that the Corporation has prepared and will promptly, after the execution and delivery of this Agreement, file the Preliminary Prospectus and other related documents relating to the proposed distribution in the Qualifying Jurisdictions of the Offered Securities in accordance with the Securities Laws of the Qualifying Jurisdictions and the Corporation will obtain a receipt for the Preliminary Prospectus from the Principal Regulator on its own behalf and on behalf of the other Canadian Securities Regulators pursuant to the Passport System and NP 11-202 by no later than 5:00 p.m. (Toronto time) on September 10, 2019.

(e) The Corporation will promptly resolve all comments received of, or deficiencies raised by, the Canadian Securities Regulators with respect to the Preliminary Prospectus as soon as possible after receipt of such comments. The Corporation will have prepared and filed the Final Prospectus and other related documents relating to the proposed distribution of the Offered Securities in the Qualifying Jurisdictions in accordance with the Securities Laws of the Qualifying Jurisdictions and the Corporation will obtain a receipt for the Final Prospectus from the Principal Regulator on its own behalf and on behalf of the other Canadian Securities Regulators pursuant to the Passport System and NP 11-202 by 4:00 pm (Toronto time) on September 18, 2019 (or such other time and/or later date as the Corporation and MRCC may agree, each acting reasonably).

(f) Until the earlier of the date on which: (i) the distribution of the Offered Securities is completed; or (ii) the Underwriters have exercised their termination rights pursuant to Sections 13 and 14, the Corporation will promptly take, or cause to be taken, all additional steps and proceedings that may from time to time be required under the Securities Laws of the Qualifying Jurisdictions to continue to qualify the distribution of the Offered Securities or, in the event that the Offered Securities have, for any reason, ceased so to qualify, to so qualify again the Offered Securities, as applicable, for distribution in the Qualifying Jurisdictions. The Underwriters will, upon the Corporation obtaining a receipt for the Final Prospectus from or on behalf of each of the Canadian Securities Regulators, and upon receiving sufficient copies of the Final Prospectus from the Corporation in accordance with subsection 5(d)(ii), deliver one copy of the Final Prospectus (together with any amendments thereto) to all persons resident in the Qualifying Jurisdictions who are to acquire the Offered Securities.

(g) Prior to the filing of the Preliminary Prospectus, the filing of the Final Prospectus and the Closing, the Corporation will have permitted the Underwriters to review each of the Preliminary Prospectus and the Final Prospectus and will allow the Underwriters to conduct any due diligence investigations which they reasonably require in order to fulfill their obligations as underwriters under applicable Securities Laws of the Qualifying Jurisdictions and in order to enable the Underwriters to responsibly execute the certificate in the Preliminary Prospectus and the Final Prospectus required to be executed by them. Unless so advised otherwise, the Underwriters will be entitled to rely on the advice or absence of advice, as the case may be, of the Corporation in the course of their due diligence investigations.

(h) In carrying out their responsibilities under this Agreement, the Underwriters will necessarily rely on information prepared or supplied by the Corporation. The Underwriters will apply reasonable standards of diligence to their due diligence inquiries. However, the Underwriters will be entitled to reasonably rely on and assume no obligation to verify the accuracy or completeness of such information and under no circumstances will the Underwriters be liable to the Corporation or any securityholder for any damages arising out of the inaccuracy or incompleteness of such information. The Corporation maintains sole responsibility for the accuracy and completeness of the Offering Documents, all Documents Incorporated by Reference, and any other disclosure document to be prepared in connection with the Offering, except any portions thereof that are provided by the Underwriters.

4. Distribution and Certain Obligations of the Underwriters.

(a) The Underwriters will, and will require any Selling Firm to agree to, comply with the Securities Laws in connection with the offer and sale of the Offered Securities and will offer the Offered Securities for sale to the public in the Qualifying Jurisdictions directly, through the U.S. Affiliates in the United States, and through Selling Firms upon the terms and conditions set out in the Offering Documents and this Agreement, including Schedule “A” hereto. The Underwriters will, and will require any Selling Firm to, offer for sale to the public and sell the Offered Securities only in those jurisdictions where they may be lawfully offered for sale or sold. The Underwriters will: (i) use all commercially reasonable efforts to complete and cause each Selling Firm to complete the distribution of the Offered Securities as soon as reasonably practicable; and (ii) promptly notify the Corporation when, in their opinion, the Underwriters and the Selling Firms have ceased distribution of the Offered Securities and provide a breakdown of the number of Offered Securities distributed in each of the Qualifying Jurisdictions where such breakdown is required for the purpose of calculating fees payable to the Canadian Securities Regulators.

(b) The Underwriters will, and will require any Selling Firm to agree to, distribute the Offered Securities in a manner which complies with and observes all applicable Laws in each jurisdiction into and from which they may offer to sell the Offered Securities or distribute the Offering Documents in connection with the distribution of the Offered Securities and will not, directly or indirectly, offer, sell or deliver any Offered Securities or deliver the Offering Documents to any person in any jurisdiction other than the Qualifying Jurisdictions except in a manner which will not require the Corporation to comply with the registration, prospectus, filing, continuous disclosure or other similar requirements under the applicable securities laws of such other jurisdictions or pay any additional governmental filing fees (other than any filing fees required to comply with state securities or “blue sky” laws in the United States) which relate to such other jurisdictions. Subject to the foregoing, the Underwriters and any Selling Firm will be entitled to offer and sell the Offered Securities in the United States or to or for the account or benefit of, persons in the United States or U.S. Persons pursuant to the exemption from the registration requirements of the U.S. Securities Act provided by Rule 144A or Rule 506(b) and similar exemptions under applicable United States state securities laws, and in other international jurisdictions in accordance with any applicable securities and other laws in the jurisdictions in which the Underwriters and/or Selling Firms offer the Offered Securities. Any offer or sale of the Offered Securities in the United States or to or for the account of benefit of, persons in the United States or U.S. Persons will be made in accordance with the terms and conditions set out in Schedule “A” to this Agreement, which terms and conditions and the representations, warranties and covenants of the parties therein, are hereby incorporated by reference into and form part of this Agreement.

(c) For the purposes of this Section 4, the Underwriters will be entitled to assume that the Offered Securities are qualified for distribution in any Qualifying Jurisdiction where a receipt for the Final Prospectus will have been obtained from the Principal Regulator issued under the Passport System and NP 11-202 evidencing that a receipt has been issued for the Final Prospectus by or on behalf of each of the Canadian Securities Regulators following the filing of the Final Prospectus, unless otherwise notified by the Corporation in writing.

(d) Notwithstanding the foregoing provisions of this Section 4, an Underwriter will not be liable to the Corporation under this Section 4 with respect to a default under this Section 4 or Schedule "A" by the other Underwriter or the other Underwriter's U.S. Affiliate or a Selling Firm appointed by the other Underwriter, as the case may be, if the first Underwriter is not itself in default.

(e) Each Underwriter hereby severally, and not jointly, nor jointly and severally, represents and warrants that: (i) it (or its U.S. Affiliate, as applicable) is, and will remain so, until the completion of the Offering, appropriately registered under applicable Securities Laws so as to permit it to lawfully fulfil its obligations hereunder; and (ii) it has all requisite corporate power and authority to enter into this Underwriting Agreement and to carry out the transactions contemplated under this Underwriting Agreement on the terms and conditions set forth herein.

5. Deliveries on Filing and Related Matters.

(a) The Corporation will deliver to the Underwriters:

(i) at or before the Closing Time, a copy of the Prospectuses in the English language signed and certified, as applicable, by the Corporation as required by applicable Securities Laws in the Qualifying Jurisdictions;

(ii) at or before the Closing Time, a copy of any other document required to be filed by the Corporation under applicable Securities Laws of the Qualifying Jurisdictions in connection with the filing of the Final Prospectus;

(iii) concurrently with the filing of the Final Prospectus with the Canadian Securities Regulators, a "long-form" comfort letter dated the date of the Final Prospectus, in form and substance satisfactory to the Underwriters, acting reasonably, addressed to the Underwriters and the directors of the Corporation from the Corporation's Auditors with respect to the Financial Information contained in the Final Prospectus, within a cut-off date of not more than two Business Days prior to the date of the letter, which letter will be in addition to the auditors' reports incorporated by reference in the Final Prospectus and the consent letter of the Corporation's Auditors addressed to the Canadian Securities Regulators;

(iv) as soon as practicable after the Preliminary Prospectus, the Final Prospectus and any Supplementary Material are prepared, if requested by the Underwriters, the Preliminary U.S. Private Placement Memorandum, the Final U.S. Private Placement Memorandum and any amendments thereto; and

(v) prior to the filing of the Final Prospectus with the Canadian Securities Regulators, copies of correspondence indicating that the application for the listing and posting for trading on the TSXV of the Convertible Debentures, the Warrants and the Underlying Shares has been approved, subject only to satisfaction by the Corporation of customary post-closing conditions imposed by the TSXV, including meeting the minimum distribution requirements of the TSXV in respect of the Convertible Debentures and the Warrants (the "**Standard Listing Conditions**").

(b) The Corporation will 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 by reference in the Offering Documents of any Subsequent Disclosure Document, the Corporation will deliver to the Underwriters, with respect to such Supplementary Material or Subsequent Disclosure Document, a comfort letter or letters, as applicable, substantially similar to that referred to in subsection 5(a)(iii) hereof.

(c) Delivery of the Prospectuses and any Supplementary Material by the Corporation will constitute the representation and warranty of the Corporation to the Underwriters that, as at their respective dates of filing:

(i) all information and statements (except information and statements relating solely to the Underwriters and provided in writing by the Underwriters for inclusion in the Prospectuses or any Supplementary Material) contained and/or incorporated by reference in the Prospectuses or any Supplementary Material, as the case may be, are true and correct, in all material respects, and contain no misrepresentation and constitute full, true and plain disclosure of all material facts relating to the Corporation and the Offered Securities as required by applicable Securities Laws in the Qualifying Jurisdictions;

(ii) no material fact or information has been omitted therefrom (except facts or information relating solely to the Underwriters and not provided in writing by the Underwriters for inclusion in the Prospectuses or any Supplementary Material) which is required to be stated in such disclosure or is necessary to make the statements or information contained in such disclosure not misleading in light of the circumstances under 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 Prospectuses or any Supplementary Material, such documents comply in all material respects with the requirements of applicable Securities Laws in the Qualifying Jurisdictions.

Such deliveries will also constitute the Corporation's consent to the Underwriters' use of the Prospectuses and any Supplementary Material in connection with the distribution of the Offered Securities in compliance with this Agreement, unless otherwise advised in writing.

(d) The Corporation will:

(i) cause commercial copies of the Preliminary Prospectus and the Preliminary U.S. Private Placement Memorandum to be delivered to the Underwriters without charge, in such numbers and at such locations in the Qualifying Jurisdictions as the Underwriters may reasonably request by written instructions to the Corporation's financial printer given forthwith after the Underwriters have been advised that the Corporation has complied with the Securities Laws in the Qualifying Jurisdictions with respect to the filing of the Preliminary Prospectus. Such delivery will be effected as soon as possible and, in any event, on or before a date which is two Business Days after compliance with applicable Securities Laws in the Qualifying Jurisdictions with respect to the filing of the Preliminary Prospectus;

(ii) cause commercial copies of the Final Prospectus and any Supplementary Material to be delivered to the Underwriters without charge, in such numbers and at such locations in the Qualifying Jurisdictions as the Underwriters may reasonably request by written instructions to the Corporation's financial printer given forthwith after the Underwriters have been advised that the Corporation has complied with the Securities Laws in the Qualifying Jurisdictions with respect to the filing of the Final Prospectus. Such delivery will be effected as soon as possible and, in any event, on or before a date which is one Business Day after compliance with applicable Securities Laws in the Qualifying Jurisdictions with respect to the filing of the Final Prospectus, and on or before a date which is one Business Day after the Principal Regulator has issued a receipt, on its own behalf and on behalf of the Canadian Securities Regulators, for, or accepted for filing, as the case may be, any Supplementary Material;

(iii) cause to be delivered to the Underwriters, as soon as practicable after preparation thereof, without charge, in such numbers and at such locations as the Underwriters may reasonably request, commercial copies of the Final U.S. Private Placement Memorandum and any amendments thereto; and

(iv) cause to be provided to the Underwriters, without charge, such number of copies of any Documents Incorporated by Reference in the Prospectuses or any Supplementary Material as the Underwriters may reasonably request for use in connection with the distribution of the Offered Securities.

(f) During the period commencing on the date hereof and until the completion of the distribution of the Offered Securities, the Corporation will promptly provide to MRCC drafts of any press releases of the Corporation and the Corporation will agree to the form and content thereof with MRCC prior to issuance.

(g) Prior to the filing of the Final Prospectus with the Canadian Securities Regulators, the Corporation will use commercially reasonable efforts to file or cause to be filed with the TSXV all necessary documents and will use commercially reasonable efforts take or cause to be taken all necessary steps to ensure that the Corporation has obtained all necessary approvals for the Convertible Debentures, the Warrants and Underlying Shares to be conditionally listed on the TSXV, subject only to the Standard Listing Conditions.

6. Marketing Materials

(a) Until the Closing or termination of this Agreement, the Corporation and MRCC will approve in writing (prior to such time that marketing materials are first provided to potential investors) any marketing materials (and amendments thereto) reasonably requested to be provided by MRCC to any potential investor of Offered Securities, such marketing materials to comply with Securities Laws. MRCC will provide a copy of any marketing materials used in connection with the Offering to the Corporation in accordance with this subsection 6(a) at the latest on or before the day the marketing materials are first provided to any potential investor of Offered Securities. The Corporation will file a template version of such marketing materials with the Canadian Securities Regulators as soon as reasonably practicable after such marketing materials are so approved in writing by the Corporation and MRCC, and in any event on or before the day the marketing materials are first provided to any potential investor of Offered Securities, and such filing will constitute MRCC's authority to use such marketing materials in connection with the Offering. Any comparables will be redacted from the template version in accordance with NI 44-101 prior to filing such template version with the Canadian Securities Regulators and a complete template version containing such comparables and any disclosure relating to the comparables, if any, will be delivered to the Canadian Securities Regulators by the Corporation.

(b) The Corporation and MRCC (for and on behalf of itself and the other members of the Selling Firms), on a joint (and not solidary, nor joint and several) basis, covenant and agree:

(i) not to provide any potential investor of Offered Securities with any Marketing Materials unless a template version of such Marketing Materials has been filed by the Corporation with the Canadian Securities Regulators on or before the day such Marketing Materials are first provided to any potential investor of Offered Securities;

(ii) not to provide any potential investor with any materials or information in relation to the distribution of the Offered Securities or the Corporation other than: (A) Marketing Materials that have been approved and filed in accordance with this Section 6; (B) the Prospectuses; and (C) or any other standard term sheets approved in writing by the Corporation and MRCC; and

(iii) that any Marketing Materials approved and filed in accordance with this Section 6 and any standard term sheets approved in writing by the Corporation and MRCC, will only be provided to potential investors in the Qualifying Jurisdictions where the provision of such Marketing Materials or standard term sheets does not contravene Securities Laws of the Qualifying Jurisdictions.

(c) MRCC (for and on behalf of itself, the Underwriters and the other members of the Selling Firms) covenants and agrees to comply with Securities Laws in connection with the provision of Marketing Materials to potential investors, including by sending, as soon as practicable following the filing of the Prospectuses with the Canadian Securities Regulators in each of the Qualifying Jurisdictions, a copy of the Prospectuses to each person that previously received Marketing Materials and expressed an interest in purchasing Offered Securities.

7. Material Changes and Undisclosed Material Facts.

(a) During the period commencing on the date hereof up until such time as the Underwriters notify the Corporation of the completion of the distribution of the Offered Securities under the Final Prospectus, the Corporation will promptly inform the Underwriters in writing of the full particulars of:

(i) any material change (actual, anticipated, contemplated, threatened, financial or otherwise) in the assets, liabilities (contingent or otherwise), business, affairs, operations, prospects, capital or control of the Corporation and its subsidiaries taken as a whole, including without limitation any material change in any information provided to the Underwriters concerning the Corporation;

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

(iii) any change in any material fact (which for the purposes of this Agreement will be deemed to include the disclosure of any previously undisclosed material fact) contained 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 statement in the Offering Documents untrue or misleading in any material respect or which would result in a misrepresentation in the Offering Documents, or which would result in the Offering Documents not complying (to the extent that such compliance is required) with the Securities Laws of any Qualifying Jurisdiction;

(iv) any notice by any governmental, judicial or regulatory authority requesting any information, meeting or hearing relating to the Corporation or the Offering; and

(v) any other event or state of affairs of which the Corporation is aware that may be relevant to the Underwriters' due diligence investigations.

(b) The Corporation will promptly, and in any event within any applicable time limitation, comply, to the satisfaction of the Underwriters, acting reasonably, with all applicable filings and other requirements under Securities Laws as a result of such material fact or change, including, without limitation, the preparation and filing of any Supplementary Material which may be necessary and will otherwise comply with all legal requirements necessary to continue to qualify the Offered Securities for distribution in each of the Qualifying Jurisdictions.

(c) In addition to the provisions of subsections 7(a) and 7(b) hereof, the Corporation will in good faith inform and discuss with the Underwriters any change, event or fact contemplated in subsections 7(a) and 7(b) 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 subsection 7(a) hereof, and the Corporation will consult with the Underwriters with respect to the form and content of any amendment or other Supplementary Material proposed to be filed by the Corporation, it being understood and agreed that no such amendment or other Supplementary Material will be filed with any Securities Regulator prior to the review thereof by the Underwriters and their counsel, acting reasonably.

(d) If during the period of distribution of the Offered Securities there will be any change in applicable Securities Laws which, in the opinion of the Underwriters, acting reasonably, requires the filing of any Supplementary Material, upon written notice from the Underwriters, the Corporation will, to the satisfaction of the Underwriters, acting reasonably, promptly prepare and file any such Supplementary Material with the appropriate Canadian Securities Regulators where such filing is required.

8. Covenants of the Corporation.

The Corporation hereby covenants to the Underwriters that:

(a) prior to and at all times until the Closing Time, the Corporation will allow the Underwriters (and their counsel and consultants) to conduct all due diligence which the Underwriters may reasonably require or which may reasonably be considered necessary or appropriate by the Underwriters. The Corporation will provide to the Underwriters (and their counsel) reasonable access to the Corporation's properties, senior management personnel and corporate, financial and other records, for the purposes of conducting such due diligence. Without limiting the scope of the due diligence inquiry the Underwriters (or their counsel) may conduct, the Corporation will use its reasonable best efforts to make available its directors, senior management, technical advisors, auditors and counsel to answer any questions which the Underwriters may have and to participate in one or more due diligence sessions to be held prior to filing of the Preliminary Prospectus and the Final Prospectus;

(b) the Corporation and each Underwriter, on a several basis, covenants and agrees not to provide any potential investor of Offered Securities with any Marketing Materials except for Marketing Materials which have been approved as contemplated in subsection 6**Error! Reference source not found.** hereof;

(c) the Corporation will advise the Underwriters, promptly after receiving notice thereof, of the time when the Preliminary Prospectus or any amendment thereof has been filed and a receipt therefor has been obtained pursuant to the Passport System and NP 11-202 and will provide evidence reasonably satisfactory to the Underwriters of each such filing and copies of such receipt;

(d) the Corporation will advise the Underwriters, promptly after receiving notice thereof, of the time when the Final Prospectus and any Supplementary Material has been filed and a receipt therefor has been obtained pursuant to the Passport System and NP 11-202 and will provide evidence reasonably satisfactory to the Underwriters of each such filing and copies of such receipt;

(e) the Corporation will, until the end of the distribution of the Offered Securities, advise the Underwriters, promptly after receiving notice or obtaining knowledge thereof, of:

(i) the issuance by any Canadian Securities Regulators of any order suspending or preventing the use of the Offering Documents;

(ii) the suspension of the qualification for distribution of the Offered Securities in any of the Qualifying Jurisdictions or the institution, threatening or contemplation of any proceeding for any such purposes; or

(iii) the receipt by the Corporation of any material communication, whether written or oral, from any Canadian Securities Regulators or any stock exchange, relating to the distribution of the Offered Securities or any requests made by any Canadian Securities Regulators for amending or supplementing the Prospectuses or for additional information, and will use its commercially reasonable efforts to prevent the issuance of any order referred to in (i) above and, if any such order is issued, to obtain the withdrawal thereof as quickly as possible;

(f) the Corporation will use its commercially reasonable efforts to maintain its status as a “reporting issuer” under Securities Laws of the Qualifying Jurisdictions not in default of any requirement of such Securities Laws; provided, however, that the Corporation will not be required to comply with this subsection 8(iv)(f) following the completion of a merger, amalgamation, arrangement, business combination or take-over bid pursuant to which the Corporation ceases to be an “offering corporation” (within the meaning of the *Business Corporations Act* (Ontario));

(g) the Corporation will use commercially reasonable efforts to ensure that the Underlying Shares are, when issued, listed and posted for trading on the TSXV upon their date of issuance;

(h) the Corporation will use commercially reasonable efforts to remain a corporation validly subsisting under the laws of its jurisdiction of incorporation, licenced, registered or qualified as an extra-provincial or foreign corporation 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 will carry on its Business in the ordinary course and in compliance in all material respects with all applicable Laws, rules and regulations of each such jurisdiction, provided that the Corporation will not be required to comply with this subsection 8(h) following the completion of a merger, amalgamation, arrangement, business combination or take-over bid pursuant to which the Corporation ceases to be an “offering corporation” (within the meaning of the *Business Corporations Act* (Ontario));

(i) the Corporation will use commercially reasonable efforts to maintain the listing of the Common Shares on the TSXV, or such other recognized stock exchange or quotation system as MRCC, on behalf of the Underwriters, may approve, acting reasonably, provided that the Corporation will not be required to comply with this subsection 8(i) following the completion of a merger, amalgamation, arrangement, business combination or take-over bid pursuant to which the Corporation ceases to be an "offering corporation" (within the meaning of the *Business Corporations Act* (Ontario));

(j) will duly execute and deliver the Trust Indenture, the Warrant Indenture and the Broker Warrant Certificates at the Closing Time and comply with and satisfy all terms, conditions and covenants therein contained to be completed with or satisfied by the Corporation;

(k) the Corporation will ensure that, at the Closing Time, the Convertible Debentures will be validly created and issued and will have attributes corresponding in all material respects to the description set forth in the Trust Indenture;

(l) the Corporation will ensure that, at the Closing Time, the Warrants will be validly created and issued and will have attributes corresponding in all material respects to the description set forth in the Warrant Indenture;

(m) the Corporation will ensure that, at the Closing Time, the Broker Warrants will be validly created and issued and will have attributes corresponding in all material respects to the description set forth in the Broker Warrant Certificates;

(n) the Corporation will ensure that, at all times following the issue of the Convertible Debentures, the Warrants and the Broker Warrants, that a sufficient number of applicable Underlying Shares are allotted and reserved for issuance upon the due exercise of the Warrants and the Broker Warrants and the due conversion of the Convertible Debentures;

(o) the Corporation will duly appoint the Trustee as the trustee under the Trust Indenture at or prior to the Closing Time;

(p) the Corporation will duly appoint the Warrant Agent as the agent under the Warrant Indenture at or prior to the Closing Time;

(q) the Corporation will use the proceeds of the Offering in the manner specified in the Final Prospectus;

(r) the Corporation will execute and file with the Canadian Securities Regulators all forms, notices and certificates relating to the Offering required to be filed pursuant to the Securities Laws in the Qualifying Jurisdictions in the time required by applicable Securities Laws in the Qualifying Jurisdictions;

(s) the Corporation will immediately issue a press release upon the Corporation determining to accelerate the expiry date of the Warrants as contemplated in this Agreement;

(t) the Corporation will, to the extent that any Offered Securities are sold in the United States, or to or for the account or benefit of, persons in the United States or U.S. Persons, file such notices with the SEC as are required under the U.S. Securities Act and such notices and forms with state securities regulators as are required under state securities or "blue sky" laws;

(u) the Corporation will use its commercially reasonable efforts to cause to be fulfilled, at or prior to the Closing Date, each of the conditions required to be fulfilled by it set out in Section 12 hereof;

(v) in the event that the Offering is closed, the Corporation will not, without the prior written consent of MRCC, such consent not to be unreasonably withheld, conditioned or delayed, issue, agree to issue, or announce an intention to issue, any additional debt, Common Shares or any securities convertible into or exchangeable for shares of the Corporation (except in connection with the exchange, transfer, conversion or exercise rights of existing outstanding securities or existing commitments to issue securities and/or an arm's length acquisition or which may be issued from time to time as agreed to in employee compensation arrangements), at any time prior to the date that is 120 days following the Closing Date; and

(w) the Corporation will: (i) take all steps required to maintain the Licences in good standing and to comply with the terms and conditions of the Licences; (ii) take all necessary steps to renew the Licences in advance of its expiry date; and (iii) ensure such renewal thereof will permit the Corporation to conduct the same activities as permitted by the current Licences.

9. Representations and Warranties of the Corporation.

The Corporation represents and warrants to the Underwriters as of the date hereof, and acknowledges that the Underwriters are relying upon each of such representations and warranties in completing the Offering, that:

(a) the Corporation and each of the Subsidiaries has been duly incorporated or otherwise organized and is validly existing as a corporation under the laws of the jurisdiction in which it was incorporated, or otherwise organized, as the case may be, and no steps or proceedings have been taken by any Person, voluntary or otherwise, requiring or authorizing the dissolution or winding up of the Corporation or the Subsidiaries;

(b) the Corporation and each of the Subsidiaries is duly qualified to carry on its business in each jurisdiction in which the conduct of its business or the ownership, leasing or operation of its material Assets and Properties requires such qualification (except for such jurisdictions where the failure to be so qualified would not result in a Material Adverse Effect) and has all requisite corporate power and authority to conduct its business and to own, lease and operate its material Assets and Properties and to execute, deliver and perform its obligations under this Agreement and any other document, filing, instrument or agreement delivered in connection with the Offering;

(c) neither the Corporation nor any of the Subsidiaries is: (i) in material violation of its articles of incorporation or by-laws; or (ii) in default of the performance or observance of any obligation, agreement, covenant or condition contained in any contract, indenture, trust deed, joint venture, mortgage, loan agreement, note, lease or other agreement or instrument to which it is a party or by which it or its property may be bound for any such violations or defaults that would result in a Material Adverse Effect;

(d) the Corporation has no direct or indirect subsidiaries other than the Subsidiaries, nor any investment in any Person which currently accounts for or which, for the financial year ended December 31, 2018, is expected to account for, more than ten percent of the assets or revenues of the Corporation or would otherwise be material to the Business and affairs of the Corporation, taken as a whole. The Corporation owns all of the voting securities of its Subsidiaries, of which the Corporation owns 50% or more of the issued and outstanding shares, in each case free and clear of all Liens, except Permitted Encumbrances, and no Person has any agreement, option, right or privilege (whether pre-emptive or contractual) capable of becoming an agreement, for the purchase from the Corporation or any of the Subsidiaries of the Corporation of any interest in any of the shares in the capital of the Subsidiaries, other than with respect to Pioneer Cannabis Corp.;

(e) each of the Corporation and the Subsidiaries owns or has the right to use all material Assets and Properties currently owned or used in the Business, including: (i) all Contracts that are material to its Business; and (ii) all material Assets and Properties necessary to enable the Corporation and its Subsidiaries to carry on its Business as now conducted including the Existing Premises;

(f) except for the Permitted Encumbrances, no third party has any ownership right, title, interest in, claim in, Lien against or any other right to any material Assets and Properties purported to be owned by the Corporation;

(g) other than as disclosed to the Underwriters, all material Contracts are in good standing in all material respects and in full force and effect;

(h) neither the Corporation, any of the Subsidiaries nor, to the knowledge of the Corporation, any other party thereto is in material default or breach of any material Contract and, to the knowledge of the Corporation, there exists no condition, event or act which, with the giving of notice or lapse of time or both would constitute a material default or breach under any material Contract which would give rise to a right of termination on the part of any other party to a material Contract;

(i) (i) each of the Corporation and the Subsidiaries possesses all material permits, certificates, licences, approvals, consents and other authorizations issued by the appropriate Governmental Authority necessary to conduct the Business; (ii) each of the Corporation and the Subsidiaries is in material compliance with the terms and conditions of all material licences necessary to conduct the Business; (iii) all material licences necessary to conduct the Business as presently conducted are valid and in full force and effect; and (iv) to the knowledge of the Corporation, the Corporation has not received any notice relating to the revocation or modification of any material licences necessary to conduct the Business;

(j) the Corporation and each of the Subsidiaries and, to the knowledge of the Corporation, all directors, officers and employees of each: (i) is and at all times has been in material compliance with all applicable laws of each jurisdiction in which it carries on business and with all applicable laws, tariffs and directives material to its operations, including all applicable federal, state, municipal, and local laws and regulations and other lawful requirements of any Governmental Authority that govern all aspects of the Corporation's or the Subsidiaries' business, including, but not limited to, permits and/or licenses to grow, process, and dispense cannabis and cannabis-derived products, (collectively, "**Applicable Laws**") in all material respects; (ii) has not received any correspondence or notice from Health Canada or any other Governmental Authority alleging or asserting material non-compliance with any Applicable Laws or any licences (including the Licences), certificates, approvals, clearances, authorizations, permits and supplements or amendments thereto required by any such Applicable Laws (collectively, "**Authorizations**"); (iii) possesses all material Authorizations required for the conduct of its Business as presently conducted, and such Authorizations are valid and in full force and effect and the Corporation and each of the Subsidiaries and, to the knowledge of the Corporation, all directors, officers and employees of each are not in violation of any material term of any such Authorization; (iv) has not received notice of any pending or threatened claim, suit, proceeding, charge, hearing, enforcement, audit, investigation, arbitration or other action from any Governmental Authority or third party alleging that any operation or activity of the Corporation or any of the Subsidiaries or, to the knowledge of the Corporation any of their directors, officers and/or employees is in violation of any Applicable Laws or material Authorizations and has no knowledge or reason to believe that any such Governmental Authority or third party is considering or would have reasonable grounds to consider any such claim, suit, proceeding, charge, hearing, enforcement, audit, investigation, arbitration or other action; (v) has not received notice that any Governmental Authority has taken, is taking, or intends to take action to limit, suspend, modify or revoke any material Authorizations including the Licences and has no knowledge or reason to believe that any such Governmental Authority is considering taking or would have reasonable grounds to take such action; and (vi) has, or has had on its behalf, filed, declared, obtained, maintained or submitted all reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments as required by any Applicable Laws or material Authorizations and to keep the Licences in good standing and that all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were materially complete and correct on the date filed (or were corrected or supplemented by a subsequent submission);

(k) the authorized and issued share capital of the Corporation shall be true and correct as at, and as set out in each of the Preliminary Prospectus, Final Prospectus and any amendment thereof;

(l) the terms and the number of options and warrants to purchase Common Shares granted by the Corporation currently outstanding conforms to the description thereof contained in each of the Preliminary Prospectus, Final Prospectus and any amendment thereof and, other than as contemplated by this Agreement, and options granted to directors, officers, employees and consultants of the Corporation to purchase Common Shares and outstanding warrants to purchase Common Shares as described in the Offering Documents, no Person has any agreement or option, right or privilege (contractual or otherwise) capable of becoming an agreement (including convertible or exchangeable securities and warrants) for the purchase or acquisition from the Corporation of any interest in any unissued Common Shares or other unissued securities of the Corporation;

(m) the Corporation is a reporting issuer in each of the Qualifying Jurisdictions and is not in default under the applicable Securities Laws of those Qualifying Jurisdictions;

(n) the Corporation is in material compliance with its timely and continuous disclosure obligations under Securities Laws and the policies, rules and regulations of the TSXV and, without limiting the generality of the foregoing, there is no material fact, and there has not occurred any material change, relating to the assets, liabilities (contingent or otherwise), Business, affairs, operations, prospects, capital or control of the Corporation and its Subsidiaries taken as a whole which has not been set forth in the Offering Documents or otherwise publicly disclosed on a non-confidential basis and, except as may have been corrected by subsequent disclosure, all the statements set forth in all documents publicly filed by or on behalf of the Corporation, including the Documents Incorporated by Reference, were true, correct, and complete in all material respects and did not contain any misrepresentation as of the date of such statements and the Corporation has not filed any confidential material change reports since the date of such statements which remains confidential as at the date hereof;

(o) at the Closing Time, all necessary corporate action will have been taken by the Corporation to create and issue the Convertible Debentures and upon the conversion thereof the Debenture Shares will be validly issued and fully paid Common Shares, and will not have been issued in violation of or subject to any pre-emptive rights or contractual rights to purchase securities issued by the Corporation, and all statements made in the Offering Documents describing the Offered Securities will be accurate in all material respects;

(p) at the Closing Time, all necessary corporate action will have been taken by the Corporation to create and issue the Warrants and the Broker Warrants and upon the respective due exercise thereof, the Warrant Shares and the Broker Shares will be validly issued and fully paid Common Shares, and will not have been issued in violation of or subject to any pre-emptive rights or contractual rights to purchase securities issued by the Corporation, and all statements made in the Offering Documents describing the Offered Securities will be accurate in all material respects;

(q) TSX Trust Company, at its principal office in Toronto, Ontario, has been duly appointed as the registrar and transfer agent of the Corporation with respect to the Common Shares;

(r) at or prior to the Closing Time, TSX Trust Company, at its principal office in Toronto, Ontario, will have been duly appointed as the Trustee;

(s) at or prior to the Closing Time, TSX Trust Company, at its principal office in Toronto, Ontario, will have been duly appointed as the Warrant Agent;

(t) this Agreement has been duly authorized, executed and delivered by the Corporation and constitutes a legal, valid and binding obligation of the Corporation, enforceable against the Corporation in accordance with its terms, subject to bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws affecting creditors' rights generally, general principles of equity, and the qualifications that equitable remedies may only be granted in the discretion of a court of competent jurisdiction and except that rights of indemnity, contribution, waiver and the ability to sever unenforceable terms may be limited under applicable law;

(u) each of the execution and delivery of this Agreement and the other Transaction Documents, the performance by the Corporation of its obligations hereunder and thereunder, the sale of the Offered Securities hereunder by the Corporation and the consummation of the transactions contemplated in this Agreement and other Transaction Documents: (i) do not and will not conflict with or result in a material breach or violation of any of the terms or provisions of, or constitute a material default under (whether after notice or lapse of time or both): (A) any statute, rule, regulation or Law applicable to the Corporation or the Subsidiaries; (B) the articles of incorporation, by-laws or resolutions of the directors or shareholders of the Corporation or the Subsidiaries; (C) any material Contract to which the Corporation or any of the Subsidiaries is a party or by which any of them is bound; or (D) any judgment, decree or order binding the Corporation or the Subsidiaries or the material Assets or Properties thereof; and (ii) do not affect the rights, duties and obligations of any parties to a material Contract, nor give a party the right to terminate a material Contract, by virtue of the application of terms, provisions or conditions in such Contract;

(v) the Financial Statements contain no material misrepresentations and have been prepared in accordance with IFRS consistently applied throughout the periods referred to therein and present fully, fairly and correctly, in all material respects, the financial position (including the assets and liabilities, whether absolute, contingent or otherwise) of the Corporation and the Subsidiaries (as applicable) as at such dates and the results of operations of the Corporation and the Subsidiaries (as applicable) for the periods then ended and contain and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of the Corporation and the Subsidiaries (as applicable) and there has been no change in accounting policies or practices of the Corporation since December 31, 2018 except as publicly disclosed; and on the date hereof, the Corporation has no Indebtedness except as set out in the Financial Statements or indebtedness to vendors, suppliers and service providers incurred in the ordinary course of Business since December 31, 2018 or in connection with the Offering;

(w) to the knowledge of the Corporation, the Corporation's Auditors are independent public accountants as required under the Securities Laws of the Qualifying Jurisdictions and there has never been a reportable event (within the meaning of National Instrument 51-102 – *Continuous Disclosure Obligations*) between the Corporation and such auditors or, to the knowledge of the Corporation, any former auditors of the Corporation or the Subsidiaries;

(x) the responsibilities and composition of the Corporation's audit committee comply with National Instrument 52-110 – *Audit Committees*;

(y) the Corporation maintains a system of internal accounting controls sufficient to provide reasonable assurances that: (i) transactions are executed in accordance with management's general or specific authorization; and (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS and to maintain accountability for assets;

(z) to the knowledge of the Corporation, except as publicly disclosed, none of the directors, executive 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 Corporation which, as the case may be, materially affects, is material to or will materially affect the Corporation on a consolidated basis;

(aa) all taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, 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 and interest payable with respect thereto (collectively, "**Taxes**") due and payable by the Corporation and the Subsidiaries have been paid, except where the failure to pay Taxes would not have a Material Adverse Effect. All tax returns, declarations, remittances and filings required to be filed by the Corporation and the Subsidiaries have been filed with all appropriate authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading, except where the failure to file such documents would not have a Material Adverse Effect. To the knowledge of the Corporation: (i) no examination of any tax return of the Corporation or any Subsidiaries is currently in progress; and (ii) there are no issues or disputes outstanding with any Governmental Authority respecting any Taxes that have been paid, or may be payable, by the Corporation or any Subsidiaries, except where such examinations, issues or disputes would not have a Material Adverse Effect;

(bb) the Corporation and, as applicable, each of the Subsidiaries, have established on their books and records reserves that are adequate for the payment of all Taxes not yet due and payable and there are no liens for Taxes on the assets of the Corporation or any of its subsidiaries, and, to the knowledge of the Corporation: (i) there are no audits pending of the tax returns of the Corporation or any of its Subsidiaries (whether federal, state, provincial, local or foreign); and (ii) there are no claims which have been or may be asserted relating to any such tax returns, which audits and claims, if determined adversely, would result in the assertion by any governmental agency of any deficiency that would result in a Material Adverse Effect;

(cc) since December 31, 2018: (i) there has been no material adverse change in the assets, liabilities (contingent or otherwise), business, affairs, operations, prospects, capital or control of the Corporation and its subsidiaries taken as a whole as of the date of this Agreement that has not been generally disclosed; and (ii) no material transactions have been entered into by the Corporation or the Subsidiaries other than in the ordinary course of business, except as disclosed in the Offering Documents;

(dd) except as disclosed in the Offering Documents or provided to the Underwriters, neither the Corporation nor any Subsidiary is currently party to any agreement in respect of: (i) the purchase of any material Assets or Properties or any interest therein or the sale, transfer or other disposition of any material Assets or Properties or any interest therein currently owned, directly or indirectly, by the Corporation or the Subsidiaries whether by asset sale, transfer of shares or otherwise; or (ii) the change of control of the Corporation or the Subsidiaries (whether by sale or transfer of shares or sale of all or substantially all of the Assets and Properties of the Corporation or the Subsidiaries or otherwise);

(ee) no material labour dispute with current and former employees of the Corporation or any of its Subsidiaries exists that would have a Material Adverse Effect, or, to the knowledge of the Corporation, is imminent and the Corporation is not aware of any existing, threatened or imminent labour disturbance by the employees of any of the principal suppliers, manufacturers or contractors of the Corporation that would have a Material Adverse Effect;

(ff) no union has been accredited or otherwise designated to represent any employees of the Corporation or any of its Subsidiaries and, to the Corporation's knowledge, other than as disclosed to the Underwriters, no accreditation request or other representation question is pending with respect to the employees of the Corporation or the Subsidiaries and no collective agreement or collective bargaining agreement or modification thereof has expired or is in effect in any of the facilities of the Corporation or its Subsidiaries and none is currently being negotiated by the Corporation or any of the Subsidiaries;

(gg) other than usual and customary health and related benefit plans for employees, the Offering Documents disclose, to the extent required by applicable Canadian Securities Laws to be disclosed in such Offering Documents, each material plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to, or required to be contributed to, by the Corporation for the benefit of any current or former director, officer, employee or consultant of the Corporation, as applicable;

(hh) all material accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, pension plan premiums, accrued wages, salaries and commissions and employee benefit plan payments of the Corporation and its subsidiaries have been recorded in accordance with IFRS and are reflected on the books and records of the Corporation;

(ii) there is no agreement, plan or practice relating to the payment of any management, consulting, service or other fee or any bonus, pensions, share of profits or retirement allowance, insurance, health or other employee benefit other than in the ordinary course of business;

(jj) except as publicly disclosed, none of the directors, officers or employees of the Corporation or any associate or affiliate of any of the foregoing has any material interest, direct or indirect, in any material transaction or any proposed material transaction with the Corporation that materially affects, is material to or will materially affect the Corporation;

(kk) except as disclosed in the Offering Documents or Indebtedness in respect of trade payables, neither the Corporation nor any of its subsidiaries is party to any debt instrument or any agreement, contract or commitment to create, assume or issue any Indebtedness or debt instrument;

(ll) except as publicly disclosed, there are no legal or governmental actions, suits, judgments, investigations, charges or proceedings pending to which the Corporation or the Subsidiaries are a party or to which the Corporation's Assets or Properties are subject, which if finally determined adversely to the Corporation would be expected to result in a Material Adverse Effect and, to the knowledge of the Corporation, no such proceedings have been threatened against or are pending with respect to the Corporation or the Subsidiaries, or with respect to the Assets and Properties of the Corporation taken as a whole and the Corporation and the Subsidiaries are not subject to any judgment, order, writ, injunction, decree or award of any Governmental Authority that could be expected to result in a Material Adverse Effect;

(mm) as required under the Securities Laws of the Qualifying Jurisdictions, the material Contracts and agreements of the Corporation not made in the ordinary course of Business have been publicly disclosed, and have or will be filed with the Canadian Securities Regulators in accordance with such Securities Laws;

(nn) the minute books and records of the Corporation made available to counsel for the Underwriters in connection with its due diligence investigation of the Corporation for the periods from the ACC/WeedMD Business Combination to the date hereof are all of the minute books and records of the Corporation and contain copies of all significant proceedings of the shareholders, the boards of directors and all committees of the boards of directors of the Corporation to the date hereof and there have not been any other formal meetings, resolutions or proceedings of the shareholders, boards of directors or any committees of the boards of directors of the Corporation to the date hereof not reflected in such minute books and other records other than those which have been disclosed in writing to the Underwriters or at or in respect of which no material corporate matter or business was approved or transacted;

(oo) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Corporation has been issued by any Governmental Authority and is continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of the Corporation, are pending, contemplated or threatened by any Governmental Authority;

(pp) no Canadian Securities Regulator or comparable authority has issued any order preventing or suspending the use or effectiveness of the Offering Documents or preventing the distribution of the Offered Securities in any Qualifying Jurisdiction nor instituted proceedings for that purpose and, to the knowledge of the Corporation, no such proceedings are pending or contemplated;

(qq) with respect to each premises which is material to the Corporation and which the Corporation or any of the Subsidiaries occupies, whether as owner or as tenant, including the Existing Premises (together, the "**Material Premises**"), the Corporation or its applicable Subsidiary occupies the Material Premises and has the exclusive right to occupy and use the Material Premises and each of the leases or real title pursuant to which the Corporation or such Subsidiary occupies or owns, as applicable, the Material Premises is in good standing and in full force and effect under a valid, subsisting and enforceable lease or real title, as the case may be, with such exceptions as are not material and do not interfere with the use made or proposed to be made of such property and buildings by the Corporation or such Subsidiary;

(rr) (i) each of the Corporation and the Subsidiaries, its material Assets and Properties and the operation of its Business, have been and are, to the knowledge of the Corporation, in compliance in all material respects with all Environmental Laws; (ii) neither the Corporation nor the Subsidiaries are in violation of any regulation relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products, which violation could reasonably be expected to cause a Material Adverse Effect (collectively, "**Hazardous Materials**"); (iii) each of the Corporation and the Subsidiaries has complied in all material respects with all reporting and monitoring requirements under all Environmental Laws; (iv) neither the Corporation nor the Subsidiaries has ever received any notice of any material non-compliance in respect of any Environmental Laws; (v) to the knowledge of the Corporation, there are no events or circumstances relating to Hazardous Materials or any Environmental Laws that might reasonably be expected to form the basis of an order for clean up or remediation, or an action, suit or proceeding by any private party or governmental body or agency, against or affecting the Corporation, which could reasonably be expected to have a Material Adverse Effect relating to Hazardous Materials or any Environmental Laws; and (vi) there are no Environmental Permits necessary to conduct the Business;

(ss) the Corporation owns or has the right to use all of the material Intellectual Property owned or used by the Business as of the date hereof. All registrations, if any, applications, and filings that the Corporation has considered necessary to preserve the rights of the Corporation in such material Intellectual Property have been made and are in good standing. The Corporation has no pending action or proceeding, nor any threatened action or proceeding, against any Person with respect to the use of the material Intellectual Property, and there are no circumstances known to the Corporation which would cast doubt on the validity or enforceability of the Intellectual Property owned or used by the Corporation. The conduct of the Business does not, to the knowledge of the Corporation, infringe upon the intellectual property rights of any other Person. The Corporation has no pending action or proceeding, nor, to the knowledge of the Corporation, is there any threatened action or proceeding against it with respect to the Corporation's use of the material Intellectual Property;

(tt) the Corporation maintains insurance against loss of, or damage to, its assets by all insurable risks on a replacement cost basis in accordance with industry standards and such insurance coverage is in good standing in all material respects and not in default except in each case as could not reasonably be expected to have a Material Adverse Effect;

(uu) all necessary corporate action will have been taken by or on behalf of the Corporation and each of the Subsidiaries, including the passing of all requisite resolutions of the respective directors and/or shareholders thereof, necessary to carry out its obligations hereunder by the Closing Time;

(vv) the form and terms of the certificate for the Common Shares have been approved and adopted by the board of directors of the Corporation, and such form and terms comply with the provisions of the articles of incorporation and by-laws of the Corporation and the rules of the TSXV;

(ww) all information which has been prepared by the Corporation relating to the Corporation and its Business, property and liabilities thereof and either publicly disclosed, provided or made available to the Underwriters, including the Offering Documents is, as of the date of such information, true and correct in all material respects, taken as whole, and no fact or facts have been omitted therefrom which would make such information materially misleading;

(xx) the Corporation has not withheld and will not withhold from the Underwriters prior to the Closing Time, any material facts that are within its knowledge relating to the Corporation, any of the Subsidiaries or the Offering;

(yy) other than the ACC/WeedMD Business Combination, the Corporation has not otherwise completed any "significant acquisition" or "significant disposition", nor are there any "probable acquisitions" (as such terms are used in NI 44-101 and Form 44-101F1) that, would require the filing of a business acquisition report or the inclusion of any additional financial statements or *pro forma* financial statements in the Offering Documents pursuant to the Securities Laws of the Qualifying Jurisdictions;

(zz) none of the Corporation, its Subsidiaries or, to the knowledge of the Corporation, any director, officer, agent, employee or affiliate of the Corporation or its Subsidiaries has had any sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department, the Government of Canada or any other relevant sanctions authority (collectively, "**Sanctions**") imposed upon such person, and the Corporation and Subsidiaries are not in violation of any of the Sanctions or any law or executive order relating thereto, or are conducting business with any person subject to any Sanctions;

(aaa) the Corporation is eligible to file a short form prospectus in each of the Qualifying Jurisdictions pursuant to applicable Securities Laws of the Qualifying Jurisdictions and on the date of and upon filing of the Final Prospectus there will be no documents required to be filed under applicable Securities Laws of the Qualifying Jurisdictions in connection with the Offering that will not have been filed as required; and

(bbb) other than the Underwriters pursuant to this Agreement and any Selling Firms appointed by the Underwriters, there is no Person acting or purporting to act at the request of the Corporation or any of its Subsidiaries which is entitled to any brokerage, agency or other fiscal advisory or similar fee in connection with the transactions contemplated herein.

10. Closing Deliveries.

The purchase and sale of the Offered Securities will be completed via electronic exchange or at the Closing Time at the offices of Fogler Rubinoff LLP, counsel to the Corporation, in Toronto, Ontario, or at such other place as MRCC and the Corporation may agree. At or prior to the Closing Time, the Corporation will duly and validly deliver MRCC (on behalf of the Underwriters): (a) one or more certificates in definitive form representing the Offered Securities, in each case registered in the name of "CDS & Co." or in such other name or names as the Underwriters may notify the Corporation 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, against payment by the Underwriters of the aggregate purchase price for the Offered Securities less an amount equal to the Underwriting Fee and a reasonable estimate of the out-of-pocket fees and expenses of the Underwriters and their counsel payable pursuant to Section 19, at the direction of the Corporation, in lawful money of Canada by wire transfer or, if permitted by applicable law, by certified cheque or bank draft, payable at par in the City of Toronto, Ontario, together with a receipt signed by MRCC (on behalf of the Underwriters) for such definitive certificate(s) and for receipt of the Underwriting Fee and such estimated expenses; and (b) the Broker Warrant Certificates registered in such name or names as the Underwriters may notify the Corporation in writing not less than 24 hours prior to the Closing Time. Notwithstanding the foregoing, if the Corporation determines to issue any of the Offered Securities as book-entry only securities in accordance with the "non-certificated inventory" rules and procedures of CDS, then as an alternative or in addition to the Corporation delivering one or more definitive certificates representing the Offered Securities, the Underwriters will provide a direction to the Corporation, directing the crediting of the Offered Securities to the accounts of participants of CDS as will be designated by the Underwriters in writing in sufficient time prior to the Closing Date to permit such crediting.

11. Over-Allotment Option

(a) The Corporation hereby grants to the Underwriters, for the purpose of covering over-allotments, if any, or for market stabilization purposes, the Over-Allotment Option to purchase the Additional Units or Additional Debentures and/or Additional Warrants. The Over-Allotment Option is exercisable in whole or in part at any time or times on or before 5:00 p.m. (Toronto time) on the 30th day following the Closing Date. For greater certainty, the Underwriters will be paid the Underwriting Fee in respect of the sale of any Additional Units or Additional Debentures and/or Additional Warrants pursuant to the exercise of the Over-Allotment Option. MRCC, on behalf of the Underwriters, may exercise the Over-Allotment Option from time to time, in whole or in part, during the period thereof by delivering written notice to the Corporation (the "**Over-Allotment Notice**") specifying the number of Additional Units or Additional Debentures and/or Additional Warrants which the Underwriters wish to purchase. If the Underwriters exercise the Over-

Allotment Option, the Underwriters will, on the date of Closing of any exercise of the Over-Allotment Option, which will be a date that is not less than three Business Days and not more than five Business Days after the date of the Over-Allotment Notice (such day to be specified by the Underwriters in their sole discretion), pay to the Corporation the aggregate purchase price for the Additional Units or Additional Debentures and/or Additional Warrants sold, less an amount equal to the Underwriting Fee payable in respect of the sale of the Additional Units or Additional Debentures and/or Additional Warrants, by wire transfer, certified cheque or bank draft in Canadian currency against delivery of one or more certificates in definitive form representing the Additional Units or Additional Debentures and/or Additional Warrants sold, registered in the name of CDS or in such other name as the Underwriters may direct for deposit into the electronic book based system for clearing, depository and entitlement services operated by CDS. Notwithstanding the foregoing, if the Corporation determines to issue any of the Additional Units or Additional Debentures and/or Additional Warrants as book-entry only securities in accordance with the "non-certificated inventory" rules and procedures of CDS, then as an alternative or in addition to the Corporation delivering one or more definitive certificates representing the Additional Debentures, the Underwriters will provide a direction to CDS with respect to the crediting of the Additional Units or Additional Debentures and/or Additional Warrants to the accounts of participants of CDS as will be designated by the Underwriters in writing in sufficient time prior to the Closing Date to permit such crediting. The applicable terms, conditions and provisions of this Agreement (including, without limitation, the provisions of Section 11 relating to closing deliveries unless otherwise agreed to by the Underwriters and the Corporation) will apply *mutatis mutandis* to the issuance of any Additional Units or Additional Debentures and/or Additional Warrants pursuant to any exercise of the Over-Allotment Option.

(b) In the event that the Corporation will subdivide, consolidate, reclassify or otherwise change its 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. Conditions of Closing.

The following are conditions precedent to the obligations of the Underwriters to complete the Closing and of the Purchasers to purchase the Offered Securities at the Closing Time, which conditions the Corporation covenants and agrees to use commercially reasonable efforts to fulfil within the time set out herein therefor, and which conditions may be waived in writing in whole or in part by the Underwriters:

(a) the Corporation will cause its counsel, Fogler Rubinoff LLP, to deliver to the Underwriters a legal opinion addressed to the Underwriters dated and delivered on the Closing Date, in form and substance satisfactory to the Underwriters acting reasonably, with respect to the following matters:

    (i) as to the incorporation and existence of the Corporation and as to the corporate capacity, power and authority of the Corporation to carry out its obligations under this Agreement and to issue the Offered Securities;

    (ii) that the Corporation is a reporting issuer in each of the Qualifying Jurisdictions that recognizes the concept of a reporting issuer and is not noted on a list maintained by the Canadian Securities Regulators as being in default under Securities Laws in the Qualifying Jurisdictions;

(iii) as to the authorized capital of the Corporation;

(iv) that the Corporation has all necessary corporate capacity and power to carry on its business as presently carried on and to own, lease and operate its Assets and Properties;

(v) that all necessary corporate action has been taken by the Corporation to authorize the execution of the Prospectuses and any Supplementary Material and the filing thereof with the Canadian Securities Regulators;

(vi) that necessary corporate action has been taken by the Corporation to authorize the issuance of the Offered Securities and the Broker Warrants;

(vii) that the Convertible Debentures have been duly authorized by the Corporation and upon their issuance in accordance with the terms of this Agreement and the Trust Indenture will constitute legally binding agreements of the Corporation, enforceable in accordance with the terms of the Trust Indenture;

(viii) that upon payment of the applicable purchase price therefor or upon due conversion of the Convertible Debentures (including those issued in connection with the issue of Additional Debentures upon the exercise of the Over-Allotment Option), the Debenture Shares will be duly and validly issued as fully paid and non-assessable shares of the Corporation;

(ix) that the Warrants have been duly authorized by the Corporation and upon their issuance in accordance with the terms of this Agreement and the Warrant Indenture, will constitute legally binding agreements of the Corporation, enforceable in accordance with the terms of the Warrant Indenture;

(x) that upon payment of the exercise price upon due exercise of the Warrants (including those issued in connection with the issue of Additional Warrants upon the exercise of the Over-Allotment Option) in accordance with the terms of the Warrant Indenture, the Warrant Shares will be duly and validly issued as fully paid and non-assessable shares of the Corporation;

(xi) that the Broker Warrants have been duly authorized by the Corporation and upon their issuance in accordance with the terms of the Broker Warrant Certificates will constitute legally binding agreements of the Corporation, enforceable in accordance with the terms of the Broker Warrant Certificates;

(xii) that upon payment of the exercise price upon due exercise of the Broker Warrants (including those issued in connection with the issue of Additional Securities upon the exercise of the Over-Allotment Option) in accordance with the terms of the Broker Warrant Certificates, the Broker Warrant Shares will be duly and validly issued as fully paid and non-assessable shares of the Corporation;

(xiii) that all necessary corporate action has been taken by the Corporation to authorize the execution and delivery of the Transaction Documents and the performance of its obligations hereunder and thereunder and each of the Transaction Documents has been executed and delivered by the Corporation and constitute a legal, valid and binding obligation of the Corporation enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, liquidation, reorganization, moratorium and other laws affecting the rights of creditors generally and subject to such other standard assumptions and qualifications including the qualifications that equitable remedies may be granted in the discretion of a court of competent jurisdiction and that enforcement of rights to indemnity, contribution and waiver of contribution may be limited by applicable law;

(xiv) that none of the execution and delivery of any of the Transaction Documents, the performance by the Corporation of its obligations hereunder or thereunder nor the issuance, sale and delivery of the Offered Securities to be issued and sold by the Corporation at the Closing Time will conflict with or result in any breach of the articles of incorporation or by-laws of the Corporation, any resolutions of the directors or shareholders of the Corporation or any applicable corporate Law or Securities Laws of the Qualifying Jurisdictions;

(xv) that the rights, privileges, restrictions and conditions attaching to the Offered Securities conform in all material respects to the descriptions thereof contained in the Final Prospectus;

(xvi) that the statements set forth in the Final Prospectus under the caption "Eligibility for Investment" are fair summaries, subject to the limitations and qualifications set out therein;

(xvii) that subject only to the Standard Listing Conditions, the Convertible Debentures, the Warrants and the Underlying Shares have been conditionally approved for listing on the TSXV; all necessary documents have been filed, all requisite proceedings have been taken and all necessary approvals, permits, consents and authorizations have been obtained under the Securities Laws of each of the Qualifying Jurisdictions in order to qualify the distribution of the Securities (A) to the public in the Qualifying Jurisdictions through registrants registered under the Securities Laws of the Qualifying Jurisdictions who have complied with the relevant provisions of such applicable legislation and the terms and conditions of their registration, or in circumstances in which there is an exemption from the registration requirements of the applicable Securities Laws; and (B) to such registrants purchasing as principals;

(xviii) the issuance of the Underlying Shares, to the purchasers to whom the Securities Laws of the Qualifying Jurisdictions apply, if, as and when such Underlying Shares are issued in connection with the conversion of the Convertible Debentures, the exercise of the Warrants and the exercise of the Broker Warrants, respectively, each in accordance with their respective terms, will be exempt from the prospectus requirements of the Securities Laws of the Qualifying Jurisdictions and no prospectus or other document must be filed, proceedings taken or approval, permit, consent, or authorization obtained by the Corporation under such Securities Laws to permit such issuance of the Underlying Shares, provided that any person that is "in the business of trading in securities" under Securities Laws involved in such issuance is duly registered under Securities Laws in categories permitting them to distribute the Underlying Shares and has complied with such Securities Laws and the terms and conditions of their registration;

i. first trade in Underlying Shares acquired upon the due conversion of Convertible Debentures, the due exercise of the Warrants or the due exercise of the Broker Warrants, respectively, each in accordance with their respective terms will be exempt from the prospectus requirements of Securities Laws and no documents are required to be filed, proceedings taken or approvals, permits, consents, orders or authorizations obtained under Securities Laws to permit such trade through registrants registered under Securities Laws who have complied with such laws and the terms and conditions of their registration, provided that:

(A) 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; and

(B) the Corporation is a reporting issuer or equivalent at the time of such trade under the Securities Laws applicable to such trade; and

(xix) that (i) TSX Trust Company has been appointed the transfer agent and registrar in respect of the Common Shares; and (ii) TSX Trust Company, at its principal office in the City of Toronto, has been appointed (A) the Trustee under the Trust Indenture Agent and (B) the Warrant Agent under the Warrant Indenture.

In connection with such opinion, counsel to the Corporation may rely on the opinions of local counsel in the Qualifying Jurisdictions acceptable to the Underwriters, acting reasonably, as to certain corporate and securities matters relating to the Corporation and as to the qualification for distribution of the Offered Securities or opinions may be given directly by local counsel of the Corporation with respect to those items and as to other matters governed by the laws of jurisdictions other than the province in which they are qualified to practise and may rely, to the extent appropriate in the circumstances, as to matters of fact on certificates of officers of the Corporation and others; the Underwriters receiving at the Closing Time on the Closing Date, a legal opinion to be addressed to the Underwriters, in form and substance acceptable to MRCC, acting reasonably, from counsel to the Subsidiaries (who may rely, to the extent appropriate in the circumstances, as to matters of fact, on certificates of officers), that: (i) each of the Subsidiaries is a corporation existing under the laws of its jurisdiction of organization, and has all requisite corporate capacity, power and authority to carry on its business as now conducted and to own, lease and operate its Assets and Properties; and (ii) all of the issued and outstanding shares of capital of each of the Subsidiaries are registered in the name of the Corporation or another Subsidiary.

(b) if any Offered Securities are sold in the United States, or to or for the account or benefit of, persons in the United States or U.S. Persons, the Underwriters receiving, at the Closing Time on the Closing Date, a legal opinion dated the Closing Date, to be addressed to the Underwriters, in form and substance acceptable to the Underwriters, acting reasonably, of Troutman Sanders, special United States legal counsel to the Corporation (who may rely, to the extent appropriate in the circumstances, as to matters of fact, on certificates of officers of the Corporation), to the effect that the offer and sale in the United States of the Offered Securities is not required to be registered under the U.S. Securities Act if made in accordance with Schedule "A" to this Agreement;

(c) the Underwriters will have received a certificate, dated as of the Closing Date, signed by the Chief Executive Officer or Chief Financial Officer of the Corporation, or such other officer(s) of the Corporation as the Underwriters may agree, certifying for and on behalf of the Corporation and without personal liability, to the best of the knowledge, information and belief of the persons so signing, with respect to: (i) the articles of incorporation and by-laws of the Corporation; (ii) the resolutions of the Corporation's board of directors relevant to the issue and sale of the Offered Securities to be issued and sold by the Corporation and the authorization of the other agreements and transactions contemplated herein; and (iii) the incumbency and signatures of signing officers of the Corporation;

(d) the Corporation will cause the Corporation's Auditors to deliver to the Underwriters a comfort letter, dated as of 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 letter referred to in subsection 5(a)(iii) hereof;

(e) the Underwriters will have received a certificate, dated as of the Closing Date, signed by the Chief Executive Officer or Chief Financial Officer of the Corporation, or such other officers of the Corporation as the Underwriters may agree, certifying for and on behalf of the Corporation and without personal liability, to the best of the knowledge, information and belief of the persons so signing, after having made due enquiry and after having carefully examined the Final Prospectus and any Supplementary Material, that:

(i) the Corporation has complied in all respects with all the covenants and satisfied in all respects 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 Corporation contained in this Agreement and any certificate of the Corporation delivered hereunder are true and correct in all material respects (or, in the case of any representation or warranty containing a materiality or Material Adverse Effect qualification, in all respects) 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 by this Agreement;

(iii) the Corporation has obtained a receipt from the Principal Regulator under the Passport System and NP 11-202 evidencing that receipts have been issued by or on behalf of the Canadian Securities Regulators for the Final Prospectus and no order, ruling or determination having the effect of ceasing the trading or suspending the sale of the Debenture Units or any other securities of the Corporation has been issued by any regulatory authority and is continuing in effect and no proceedings for such purpose have been instituted or are pending or, to the knowledge of such officers, contemplated or threatened under any Securities Laws of the Qualifying Jurisdictions or by any regulatory authority;

(iv) since the respective dates as of which information is given in the Final Prospectus: (A) there has been no material change in the assets, liabilities (contingent or otherwise), business, affairs, operations, prospects, capital or control of the Corporation and its Subsidiaries taken as a whole; and (B) no transaction has been entered into by either the Corporation or any of its Subsidiaries which is material to the Corporation on a consolidated basis, other than as disclosed in the Final Prospectus or the Supplementary Material, as the case may be; and

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

(f) all material consents, approvals, permits, authorizations or filings as may be required to be made or obtained by the Corporation under applicable Securities Laws in the Qualifying Jurisdictions and the United States necessary for the offer and sale of the Offered Securities, the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby, will have been made or obtained, as applicable (other than, in respect of the Offering, the filing of reports required under applicable Securities Laws in the Qualifying Jurisdictions and the United States within the prescribed time periods and the filing of standard documents with the TSXV, which documents will be filed as soon as practicable after the Closing Date and, in any event, within such deadline as may be imposed by such Securities Laws or the TSXV) and the Underwriters will have received copies of correspondence indicating that the Corporation has obtained all necessary approvals for the Convertible Debentures, the Warrants and the Underlying Shares to be conditionally listed on the TSXV, subject only to the Standard Listing Conditions;

(g) the Underwriters will have received, at the Closing Time, a certificate of compliance or status in respect of the Corporation and each of the Subsidiaries, which certificates will be dated no more than two Business Days prior to the Closing Date;

(h) the Underwriters will have received a certificate from TSX Trust Company as to the number of Common Shares issued and outstanding as at the date immediately prior to the Closing Date; and

(i) [THIS SECTION HAS BEEN INTENTIONALLY DELETED].

13. Termination for Breach of Conditions.

The Corporation agrees that all terms and conditions set out in this Agreement will be construed as conditions and any breach or failure by the Corporation to comply with any material condition in favour of the Underwriters, and which is incapable of cure within 10 Business Days, will entitle the Underwriters (or any of them) to terminate their obligation to purchase the Debenture Units, and, if applicable, the Additional Securities, by written notice to that effect given to the Corporation prior to the Closing Time. The Corporation will use commercially reasonable efforts to cause all conditions in this Agreement to be satisfied. It is understood that the Underwriters may waive, in whole or in part, or extend the time for compliance with, any of such conditions without prejudice to the rights of the Underwriters in respect of any such conditions or any other or subsequent breach or non-compliance, provided that to be binding on an Underwriter any such waiver or extension must be in writing and signed by such Underwriter.

14. Termination Events.

In addition to any other remedies which may be available to the Underwriters in respect of any default, act or failure to act or non-compliance with the terms of this Agreement, any Underwriter will be entitled, at its option, to terminate and cancel, without any liability on such Underwriter’s part, all of its obligations under this Agreement to purchase the Debenture Units and, if applicable, the Additional Securities, by giving written notice to the Corporation at any time at or prior to the Closing Time, if:

(a) any order, action or proceeding which cease trades, suspends or otherwise operates to prevent, prohibit or restrict the distribution or trading of the Convertible Debentures, the Warrants, the Broker Warrants and the Underlying Shares issuable pursuant to such securities or any other securities of the Corporation is made or proceedings are announced, commenced or threatened for the making of any such order, action or proceeding by a securities regulatory authority,

(b) there should occur any material change, change of a material fact, occurrence, event, fact or circumstance or any development or a new material fact will arise which has or would be expected to have, in the sole opinion of the Underwriters (or any of them), acting reasonably and in good faith, a material adverse effect on the business, operations, affairs or financial condition of the Corporation and its Subsidiaries, taken as a whole, or on the market price, value or marketability of the securities of the Corporation;

(c) any inquiry, action, suit, investigation or other proceeding, whether formal or informal (including matters of regulatory transgression or unlawful conduct), 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 or any law or regulation is enacted or changed which would cease trading in the Corporation's securities or, in the opinion of the Underwriters (or any of them), acting reasonably and in good faith, operates to prevent or restrict materially the trading or distribution of the securities of the Corporation or materially adversely affects or will materially adversely affect the market price, value or marketability of the securities of the Corporation;

(d) there should develop, occur or come into effect or existence any event, action, state, condition or major financial occurrence of national or international consequence (including terrorism or accident) or any new law or regulation is enacted (including a change in any existing law or regulation), which in the opinion of the Underwriters (or any of them), acting reasonably and in good faith, seriously adversely affects, or involves, or will, or could reasonably be expected to, seriously adversely affect, or involve, the financial markets or the business, operations or affairs of the Corporation and its subsidiaries, taken as a whole; and

(e) the Corporation is in breach of any material term, condition or covenant of this Agreement or any representation or warranty given by the Corporation in this Agreement becomes or is false in any material respect and cannot be cured.

The Underwriters will provide written notice to the Corporation of the occurrence of any of the events referred to in this Section 14, prior to the Closing Date.

15. Exercise of Termination Rights.

If this Agreement is terminated by any of the Underwriters pursuant to Section 14, there will be no further liability on the part of such Underwriter or of the Corporation to such Underwriter, except in respect of any liability which may have arisen or may thereafter arise under Sections 17, 19 and 20. The right of the Underwriters (or any of them) to terminate their 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 Corporation in respect of any of the matters contemplated by this Agreement.

16. Survival of Representations and Warranties.

Except as expressly set out herein, all warranties, representations, covenants and agreements of the Corporation and the Underwriters herein contained or contained in documents submitted or required to be submitted pursuant to this Agreement will survive the purchase by the Underwriters of the Offered Securities and will continue in full force and effect for the benefit of the Underwriters or the Corporation, as the case may be, 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 for a period ending on the date that is two years following the Closing Date and will not be limited or prejudiced by any investigation made by or on behalf of the Underwriters in accordance with the preparation of the Prospectuses or any Supplementary Material or the distribution of the Offered Securities or otherwise, and the Corporation agrees that the Underwriters will not be presumed to know of the existence of a claim against the Corporation under this Agreement or any certificate delivered pursuant to this Agreement 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 Prospectuses or any Supplementary Material or the distribution of the Offered Securities or otherwise. Notwithstanding the foregoing, the provisions contained in this Agreement in any way related to indemnification or contribution obligations will survive and continue in full force and effect, indefinitely.

17. Indemnification.

(a) The Corporation covenants and agrees to protect, indemnify, and save harmless, each of the Underwriters and their respective affiliates, and each and every one of the directors, officers, employees, partners and agents of the Underwriters (individually, an "**Indemnified Party**" and collectively, the "**Indemnified Parties**") from and against any and all expenses, losses (excluding loss of profits), claims, actions, damages (excluding consequential damages) or liabilities, joint or several (including the aggregate amount paid in settlement of any actions, suits, proceedings or claims and the reasonable fees and expenses of their counsel that may be incurred in advising with respect to and/or defending any claim that may be made against the Indemnified Parties) to which any Indemnified Party may become subject or otherwise involved in any capacity under any statute or common law or otherwise insofar as such expenses, losses, claims, damages, liabilities or actions arise out of or are based, directly or indirectly, upon the performance of professional services rendered to the Corporation by the Indemnified Parties (or any of them), whether directly or indirectly, including by reason of:

(i) any statement (except for statements relating solely to the Underwriters and furnished by them in writing specifically for use in the Prospectus) contained in the Prospectus (including, for greater certainty, in any documents incorporated by reference therein), which at the time and in the light of the circumstances under which it was made contains a misrepresentation;

(ii) the omission to state in the Prospectus (including, for greater certainty, in any documents incorporated by reference therein), any material fact (other than a material fact relating solely to the Underwriters) required to be stated therein or necessary to make any statement therein not misleading in light of the circumstances in which it was made;

(iii) any order made, investigation or proceeding commenced or threatened by any securities regulatory authority or other competent authority in the Qualifying Jurisdictions based upon any misrepresentation, untrue statement or in the Prospectus (including, for greater certainty, in any documents incorporated by reference therein and except for information and statements relating solely to the Underwriters and furnished by them in writing specifically for use in the Prospectus) that prevents or restricts the trading in any of the Corporation's securities or the distribution of any of the Debenture Units in any of the Qualifying Jurisdictions;

(iv) the material non-compliance by the Corporation with applicable Securities Laws or stock exchange requirements in connection with the transactions contemplated herein; or

(v) any material breach of a representation, warranty or covenant of the Corporation contained in this Agreement.

(b) Notwithstanding Subsection 17(a), the indemnification in Subsection 17(a) shall cease to apply if and to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable determines that such expenses, losses, claims, damages, liabilities or actions were caused or incurred by the negligence, bad faith, fraud, wilful misconduct or recklessness of the Underwriters or the Indemnified Parties, the non-compliance by the Underwriters or the Indemnified Parties with the requirements of Securities Laws in connection with the transactions contemplated herein or any material breach of a representation or warranty of the Underwriters contained in this Agreement or the failure of the Underwriters to comply with any of its obligations hereunder. For greater certainty, the Corporation and the Underwriters agree that failure by the Underwriters to conduct such reasonable investigation as is necessary to provide the Underwriters with reasonable grounds for believing that the Prospectus or any Supplementary Material contained no misrepresentation shall constitute "negligence" or "willful misconduct" for purposes of this Section 17 and shall disentitle the Underwriters from indemnification hereunder.

(c) If any matter or thing contemplated by this Section 17 shall be asserted against any Indemnified Party in respect of which indemnification is or might reasonably be considered to be provided, such Indemnified Party will notify the Corporation as soon as possible of the nature of such claim (provided that omission to so notify the Corporation will not relieve the Corporation of any liability that it may otherwise have to the Indemnified Party hereunder, except to the extent the Corporation is materially prejudiced by such omission)and the Corporation shall be entitled (but not required) to assume the defence of any suit brought to enforce such claim; provided, however, that the defence shall be through legal counsel reasonably acceptable to such Indemnified Party and that no settlement may be made by the Corporation or such Indemnified Party without the prior written consent of the other, such consent not to be unreasonably withheld.

(d) The Corporation agrees that in case any legal proceeding shall be brought against, or an investigation is commenced in respect of, an Indemnified Party and an Indemnified Party or its personnel are 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 Corporation by the Indemnified Parties hereunder, the Indemnified Party shall have the right to employ its 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 Indemnified Party for time spent by its personnel in connection therewith at their normal per diem rates together with such disbursements and out-of-pocket expenses incurred by the personnel of the Indemnified Party in connection therewith) shall be paid by the Corporation as they occur.

(e) Notwithstanding the foregoing paragraph, any Indemnified Party shall have the right, at the Corporation's expense, to separately retain counsel of such Indemnified Party's choice, in respect of the defence of any Claim if: (i) the employment of such counsel has been authorized by the Corporation; (ii) the Corporation has not assumed the defence and employed counsel therefor promptly after receiving notice of the Claim and in any event within 14 days; or (iii) counsel retained by the Corporation or the Indemnified Party has advised the Indemnified Party that representation of both parties by the same counsel would be inappropriate for any reason, including for the reason that there may be legal defences available to the Indemnified Party which are different from or in addition to those available to the Corporation or that there is a conflict of interest between the Corporation and the Indemnified Party or the subject matter of the Claim may not fall within the indemnity set forth herein (in any of which events the Corporation shall not have the right to assume or direct the defence on such Indemnified Party's behalf), provided that the Corporation shall not be responsible for the fees or expenses of more than one legal firm in any single jurisdiction for all of the Indemnified Parties

(f) To the extent that any Indemnified Party is not a party to this Agreement, the Underwriters shall obtain and hold the right and benefit of this Section 17 in trust for and on behalf of such Indemnified Party.

(g) Each of the Underwriters and the Corporation waives all right to trial by jury in any proceeding or Claim (whether based upon contract, tort or otherwise) arising out of or in any way relating to this Agreement.

(h) The rights of the Corporation contained in this Section 17 shall not enure to the benefit of any Indemnified Party if the Underwriters were provided with a copy of any amendment or supplement to the Prospectus which corrects any untrue statement or omission or alleged omission that is the basis of a claim by a party against such Indemnified Party and that is required, under Securities Laws, to be delivered to such party by the Underwriters.

(i) The Corporation shall not be liable under this Section 17 for any settlement of any claim or action effected without its prior written consent.

18. Contribution.

In the event that the indemnity provided for in Section 17 is declared by a court of competent jurisdiction to be illegal or unenforceable as being contrary to public policy or for any other reason, the Underwriters and the Corporation shall contribute to the aggregate of all expenses, losses, claims, damages, liabilities or actions of the nature provided for above such that each Underwriter shall be responsible for that portion represented by the percentage that the portion of the Commission payable by the Corporation to such Underwriter bears to the gross proceeds realized by the Corporation from the distribution of the Debenture Units, whether or not the Underwriters have been sued together or separately, and the Corporation shall be responsible for the balance, provided that, in no event, shall an Underwriter be responsible for any amount in excess of the portion of the Commission actually received by such Underwriter. In the event that the Corporation may be held to be entitled to contribution from the Underwriters under the provisions of any statute or law, the Corporation shall be limited to contribution in an amount not exceeding the lesser of: (a) the portion of the full amount of expenses, losses, claims, damages, expenses, liabilities or actions giving rise to such contribution for which such Underwriter is responsible; and (b) the amount of the Underwriting Fee received by any Underwriter. Relative fault shall be determined by reference to, among other things, whether any untrue statement or omission or any other conduct relates to information provided in writing by the Corporation or other conduct by the Corporation (or its employees or other agents), on the one hand, or by any Indemnified Party on the other hand. Notwithstanding the foregoing, the contribution provisions contained in this Section 18 shall not apply to the extent that a person has been determined by a final judicial determination to be guilty of negligence, fraud, bad faith, wilful misconduct or recklessness. Any party entitled to contribution will, promptly after receiving notice of commencement of any claim, action, suit or proceeding against such party in respect of which a claim for contribution may be made against another party or parties under this Section 18, notify such party or parties from whom contribution may be sought, but the omission to so notify such party shall not relieve the party from whom contribution may be sought from any obligation it may have otherwise under this Section 18, except to the extent that any such delay in or failure to give notice to the Corporation materially prejudices the defence of such action, suit, proceeding, claim or investigation or results in a material increase in the liability which the Corporation will have under such indemnity had the Indemnified Party not so delayed in giving or failed to give the notice required hereunder. The right to contribution provided herein shall be in addition and not in derogation of any other right to contribution which the Underwriters may have by statute or otherwise by law. The parties agree that it would not be just and equitable if contribution pursuant to this Section 18 were determined by any method of allocation which does not take into account the equitable considerations referred to in this Section 18.

19. Expenses.

The Corporation will pay all expenses and fees in connection with the Offering contemplated by this Agreement, including, without limitation, all expenses of or incidental to the creation, issue, sale or distribution of the Offered Securities and all expenses of or incidental to all other matters in connection with the transactions set out in this Agreement, including, without limitation, the fees and expenses payable in connection with the qualification of the Offered Securities for distribution, the fees and expenses of the Corporation’s counsel and of local counsel to the Corporation, the reasonable expenses of the Corporation’s Auditors and the transfer agent for the Common Shares, all costs incurred in connection with the preparation and printing of the Offering Documents, all reasonable fees and documented, disbursements, out-of-pocket and travel expenses incurred by the Underwriters in connection with due diligence and marketing meetings and the reasonable fees of the Underwriters’ counsel (to a maximum of $90,000 exclusive of disbursements and taxes) whether or not the Offering is completed all at cost without mark up or additional margin. The Underwriters’ expenses may be deducted by the Underwriters from the gross proceeds of the Offering payable to the Corporation immediately prior to those proceeds being distributed to the Corporation and such Underwriters’ expenses will be payable by the Corporation to MRCC, on behalf of the Underwriters, at the Closing Time in accordance with Section 10 or if the Offering is not completed upon receipt of an invoice from the Underwriters in respect thereof.

20. Underwriters’ Obligations.

The Underwriters' obligations under this Agreement will be several and not joint, and the Underwriters' respective obligations and rights and benefits hereunder will be as to the following percentages:

MRCC	95%
Haywood	5%

In the event that one of the Underwriters will terminate this Agreement or fail to purchase its applicable percentage of the aggregate amount of the Debenture Units (or the Additional Securities, if the Over-Allotment Option is exercised) (the "**Defaulted Securities**") at the Closing Time, the non-defaulting Underwriters will have the right, but not the obligation, to purchase all but not less than all of the Defaulted Securities upon the terms herein set forth. No action taken pursuant to this Section 20 will relieve any defaulting Underwriter(s) from liability in respect of its default to the Corporation or to any non-defaulting Underwriter. In the event of any such default which does not result in a termination of this Agreement, the non-defaulting Underwriters will have the right to postpone the Closing for a period not exceeding three days in order to determine to proceed. In the event that such right to purchase is not exercised, the non-defaulting Underwriters will be relieved of all obligations to the Corporation. Nothing herein will oblige the Corporation to sell less than all of the Offered Securities.

21. Underwriters' Authority.

The Corporation will be entitled to and will act on any notice, request, direction, consent, waiver, extension and other communication given or agreement entered into by or on behalf of the Underwriters by MRCC who will represent the Underwriters and have authority to bind the Underwriters hereunder, other than with respect to any of the matters contemplated by Sections 13,14,15,17, and 21 hereof. In all cases, MRCC will use their best efforts to consult with the other Underwriters prior to taking any action contemplated herein.

22. Notices.

Unless otherwise expressly provided in this Agreement, any notice or other communication to be given under this Agreement (a "**notice**") will be in writing addressed as follows:

(a) if to the Corporation, to:

WeedMD Inc.
250 Elm Street
Aylmer, Ontario
N5H 2M8

Attention: Keith Merker
email: keith@weedmd.com

with a copy to (but not as notice to):

Fogler Rubinoff LLP
77 King St. W, Suite #3000
Toronto, Ontario
M5K 1G8

Attention: Rick Moscone
email: rmoscone@foglers.com

(b) if to the Underwriters, to:

Mackie Research Capital Corporation
199 Bay Street, suite 4500
Toronto, Ontario
M5L 1G2

email: JReymer@mackieresearch.com
Attention: Jeff Reymer

Haywood Securities Inc.
181 Bay Street, Suite 2910
Toronto, Ontario
M5J 2T3

email: cbecher@haywood.com
Attention: Campbell Becher

with a copy (but not as notice) to:

Wildeboer Dellelce LLP
Suite 800
Wildeboer Dellelce Place
Toronto, Ontario
M5H 2V1

email: jhergott@wildlaw.ca
Attention: Jeff Hergott

or to such other address as any of the parties may designate by notice given to the others.

Each notice will be personally delivered to the addressee or sent by electronic transmission to the addressee and: (i) a notice which is personally delivered will, if delivered on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is delivered; and (ii) a notice which is sent by electronic transmission will be deemed to be given and received on the first Business Day following the day on which it is sent.

23. **Time of the Essence.** Time will, in all respects, be of the essence hereof.

24. **Entire Agreement.** This Agreement constitutes the only agreement between the parties with respect to the subject matter hereof and will supersede any and all prior negotiations and understandings, including, without limitation, the Engagement Letter. This Agreement may be amended or modified in any respect by written instrument only.

25. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement will not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

26. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. In the event of any dispute regarding this Agreement, the parties hereto submit to the non-exclusive jurisdiction of the courts of the Province of Ontario.

27. Successors and Assigns. The terms and provisions of this Agreement will be binding upon and enure to the benefit of the Corporation and the Underwriters and their respective successors and permitted assigns; provided, however, that, except as provided herein, this Agreement will not be assignable by any Underwriter without the prior written consent of the Corporation.

28. Further Assurances. Each of the parties hereto will do or cause to be done all such acts and things and will execute or cause to be executed all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement.

29. Authority to MRCC. The Corporation shall be entitled to rely and shall act on any notice, waiver, extension or other communication given by or on behalf of the Underwriters by MRCC, which has authority to bind the Underwriters with respect to all matters covered by this Agreement insofar as such matters relate to the Underwriters, with the exception of matters arising under Sections 14, 17 and 18.

30. Obligations of the Underwriters. In performing their respective obligations under this Agreement, the Underwriters will be acting severally and not jointly and severally. Nothing in this Agreement is intended to create any relationship in the nature of a partnership, or joint venture between the Underwriters.

31. Market Stabilization. In connection with the distribution of the Offered Securities, the Underwriters may effect transactions which stabilize or maintain the market price of the Common Shares at levels other than those which might otherwise prevail in the open market, but in each case as permitted by applicable Securities Laws of the Qualifying Jurisdictions. Such stabilizing transactions, if any, may be discontinued by the Underwriters at any time.

32. No Fiduciary Duty. The Corporation hereby acknowledges that: (a) the purchase and sale of the Offered Securities pursuant to this Agreement is an arm's-length commercial transaction between the Corporation, on the one hand, and the Underwriters and any affiliate through which they may be acting, on the other; (b) the Underwriters are acting as principals and not as fiduciaries of the Corporation; and (c) the engagement of the Underwriters by the Corporation in connection with the Offering and the process leading up to the Offering is as independent contractors and not in any other capacity. Furthermore, the Corporation agrees that it is solely responsible for making its own judgment in connection with the Offering (irrespective of whether any of the Underwriters has advised or are currently advising the Corporation on related or other matters). The Corporation agrees that it will not claim that the Underwriters owe an agency, fiduciary or similar duty to the Corporation in connection with such transaction or the process leading thereto.

33. Activities of Underwriters. The Corporation acknowledges that the Underwriters and their affiliates carry on a range of businesses, and do or may, among other activities: (a) act as an investment fund manager and a trader of, and dealer in, securities both as principal and on behalf of its clients (including managed accounts and investment funds) and, as such, may have had, and may in the future have, long or short positions in the securities of the Corporation or related entities and, from time to time, may have executed or may execute transactions on behalf of such persons; (b) may provide research or investment advice or portfolio management services to clients on investment matters, including the Corporation; and (c) may participate in securities transactions on a proprietary basis, including transactions in the Offering or other securities of the Corporation or related entities. The Corporation acknowledges that nothing herein will restrict their ability to conduct business in the ordinary course and in compliance with applicable laws, and agrees that the Underwriters and their affiliates may hold such positions and effect such transactions without regard to the Corporation's interest under this Agreement.

34. Effective Date. This Agreement is intended to and will take effect as of the date first set forth above, notwithstanding its actual date of execution or delivery.

35. Counterparts and Electronic Copies. This Agreement may be executed in any number of counterparts and by email or facsimile, which taken together will form one and the same agreement.

36. Singular and Plural, etc. Where the context so requires, words importing the singular number include the plural and vice versa, and words importing gender shall include the masculine, feminine and neuter genders.

37. English Language. The parties have expressly required this Agreement and all other documents required or permitted to be given or entered into pursuant hereto to be drawn up in the English language only. *Les parties ont expressément demandé que la présente convention ainsi que tout autre document à être ou pouvant être donné ou conclu en vertu des dispositions des présentes, soient rédigés en langue anglaise seulement.*

[Remainder of Page Intentionally Left Blank]

If the Corporation is in agreement with the foregoing terms and conditions, please so indicate by executing a copy of this Agreement where indicated below and delivering the same to the Underwriters.

Yours very truly,

MACKIE RESEARCH CAPITAL CORPORATION

Per: *(signed) "Jeff Reymer"*
Name: Jeff Reymer
Title: Managing Director, Investment Banking

HAYWOOD SECURITIES INC.

Per: *(signed) "Campbell Becher"*
Name: Campbell Becher
Title: Managing Director

The foregoing is hereby accepted on the terms and conditions therein set forth.

DATED as of the 10 day of September, 2019.

WEEDMD INC.

Per: *(signed) "Keith Merker"*
Name: Keith Merker
Title: Chief Executive Officer

SCHEDULE "A"

COMPLIANCE WITH UNITED STATES SECURITIES LAWS

This is Schedule "A" to the Underwriting Agreement dated as of September 10, 2019 between WeedMD Inc. and the Underwriters referenced therein.

As used in this Schedule "A", capitalized terms used but not defined herein will have the meanings ascribed to them in the Underwriting Agreement to which this Schedule "A" is annexed and the following terms will have the meanings indicated:

"**Affiliate**" means "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 Securities and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of the Securities;

"**Foreign Issuer**" means a "foreign issuer" as that term is defined in Rule 902(e) of Regulation S;

"**General Solicitation**" and "**General Advertising**" mean "general solicitation" and "general advertising", respectively, as those terms are used under Rule 502(c) of Regulation D, including, without limitation, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or the Internet, or broadcast over television, radio or 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;

"**QIB Letter**" means the Qualified Institutional Buyer Letter in the form attached as Exhibit B to the Final U.S. Private Placement Memorandum.

"**Securities**" means the Offered Securities, the Debenture Shares and the Warrant Shares;

"**Substantial U.S. Market Interest**" means "substantial U.S. market interest" as that term is defined in Rule 902(j) of Regulation S; and

"**U.S. Subscription Agreement**" means the U.S. subscription agreement in the form attached as Exhibit A to the Final U.S. Private Placement Memorandum.

Representations, Warranties and Covenants of the Underwriters

Each of the Underwriters (on its own behalf and on behalf of its U.S. Affiliate) acknowledges that the Securities have not been and will not be registered under the U.S. Securities Act or applicable state securities laws and the Offered Securities may be offered and sold only in transactions exempt from or not subject to the registration requirements of the U.S. Securities Act and applicable state securities laws. Accordingly, each Underwriter (on its own behalf and on behalf of its U.S. Affiliate) severally and not jointly represents, warrants, covenants and agrees to and with the Corporation that:

1. Neither the Underwriter nor its U.S. Affiliate has offered or sold nor will either of them offer or sell any Offered Securities except (a) in an Offshore Transaction, in accordance with Rule 903 of Regulation S or (b) in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person that is (i) a Qualified Institutional Buyer in reliance upon the exemption from registration available under Rule 144A or (ii) an Institutional Accredited Investor purchasing as a Substituted Purchaser pursuant to the exemption from registration available under Rule 506(b) of Regulation D, and in each case in transactions that are exempt from the registration requirements of applicable state securities laws, as provided in this Schedule "A". Accordingly, none of the Underwriter, its U.S. Affiliate or any of their respective affiliates or any persons acting on any of their behalf (including any Selling Firms) (i) have engaged or will engage in any Directed Selling Efforts in the United States with respect to the Securities; or (ii) except as permitted by this Schedule "A", have made or will make (x) any offers to sell Offered Securities in the United States or to, or for the account or benefit of, persons in the United States or U.S. Persons or (y) any sale of Offered Securities unless at the time the purchaser made its buy order therefor, the Underwriter, the U.S. Affiliate or other person acting on any of their behalf reasonably believed that such purchaser was outside the United States and not a U.S. Person or acting for the account or benefit of a person in the United States or a U.S. Person.

2. It has not entered and will not enter into any contractual arrangement with respect to the offer, sale or distribution of the Offered Securities, except with its U.S. Affiliate, any Selling Firm or with the prior written consent of the Corporation.

3. All offers and sales of Offered Securities in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person, have been and will be made through an Underwriter's U.S. Affiliate which in each case is and at all relevant times was and will be a broker-dealer registered pursuant to Section 15(b) of the U.S. Exchange Act, and a member of and in good standing with the Financial Industry Regulatory Authority, Inc., and otherwise in compliance with all applicable U.S. broker-dealer requirements (including those of self-regulatory authorities) and Securities Laws, and all such offers and sales of Offered Securities have been and will be made only in states of the United States where such U.S. Affiliate is registered or otherwise exempt from registration. Each of it and its U.S. Affiliate is a Qualified Institutional Buyer.

4. In connection with offers and sales of Offered Securities in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person, no form of General Solicitation or General Advertising has been or will be used. Neither the Underwriter, its U.S. Affiliate, their respective affiliates or any persons acting on any of their behalf (including any Selling Firms) have engaged or will engage in any conduct involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act in connection with the offer or sale of the Offered Securities in the United States, or to, or for the account or benefit of, a person in the United States or a U.S. Person.

5. Any offer or solicitation of an offer to buy Offered Securities that has been made or will be made in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person, was or will be made only to Qualified Institutional Buyers (in compliance with Rule 144A) or to Institutional Accredited Investors (in compliance with Rule 506(b) of Regulation D) with whom, in each case, such Underwriter or its U.S. Affiliate has a pre-existing relationship prior to such offer or solicitation and a reasonable basis for believing it to be a Qualified Institutional Buyer or Institutional Accredited Investor, as applicable.

6. The Underwriter, through its U.S. Affiliate, will inform all purchasers of the Offered Securities in the United States, or that are, or are acting for the account or benefit of, a person in the United

States or a U.S. Person, and all purchasers of Offered Securities that were offered Offered Securities in the United States, that the Offered Securities have not been and will not be registered under the U.S. Securities Act and the Offered Securities are being offered and sold to such persons in reliance on Rule 144A or Rule 506(b), as applicable, and similar exemptions under applicable state securities laws. The Underwriter acknowledges that all offers and sales to Qualified Institutional Buyers will be made pursuant to Rule 144A which is a resale exemption and, accordingly, any Offered Securities sold to Qualified Institutional Buyers pursuant to Rule 144A will be sold by the Corporation to the Underwriter, as principal, and then resold by the Underwriter to the Qualified Institutional Buyers, with the U.S. Affiliate acting as the Underwriter's selling agent for purposes of the Rule 144A resale transaction. For greater certainty, to the extent that the Underwriter arranges for Substituted Purchasers to purchase the Offered Securities directly from the Corporation, the Underwriter will be acting as the Corporation's agent to offer the Offered Securities and to the extent that Substituted Purchasers acquire any of the Offered Securities, the Underwriter shall not be deemed to have acquired (at any time) or have any obligation to acquire any of such Offered Securities.

7. Each offeree in the United States, or that is, or is acting for the account or benefit of, a person in the United States or a U.S. Person, has been or will be provided with a copy of one or both of the Preliminary U.S. Private Placement Memorandum or the Final U.S. Private Placement Memorandum, and no other written material has been or will be used in connection with the offer or sale of the Offered Securities in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person. Each person purchasing Offered Securities in the United States, or that is, or is acting for the account or benefit of, a person in the United States or a U.S. Person, and each purchaser of Offered Securities who was offered Offered Securities in the United States, will be provided, prior to time of purchase of any Offered Securities, with a copy of the Final U.S. Private Placement Memorandum and will be, prior to the sale of Offered Securities to such persons, required to execute either a QIB Letter in the form of Exhibit B attached to the Final U.S. Private Placement Memorandum or a U.S. Subscription Agreement in the form of Exhibit A attached to the Final U.S. Private Placement Memorandum. Prior to any offer or sale of Offered Securities to each offeree in the United States, or that is, or is acting for the account or benefit of, a person in the United States or a U.S. Person, such Underwriter and its U.S. Affiliate each had reasonable grounds to believe and did believe that each such offeree was either a Qualified Institutional Buyer or Institutional Accredited Investor, as applicable, and at the Closing will continue to have reasonable grounds to believe and will continue to believe that each person purchasing Offered Securities in the United States, or that is, or is acting for the account or benefit of, a person in the United States or a U.S. Person, and each purchaser of Offered Securities who was offered Offered Securities in the United States, is a Qualified Institutional Buyer or Institutional Accredited Investor, as applicable.

8. All offers and sales of Offered Securities made outside the United States to non-U.S. Persons by the Underwriter, its U.S. Affiliate, their respective affiliates or any persons acting on any of their behalf (including any Selling Firms) have been and will be made in Offshore Transactions in compliance with Rule 903 of Regulation S.

9. If the Underwriter authorizes any Selling Firm to offer and sell Offered Securities in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person, the Underwriter will cause each such Selling Firm to acknowledge in writing, for the benefit of the Corporation, its agreement to be bound by the provisions of this Schedule "A" in connection with all offers and sales of the Offered Securities in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person. Each Underwriter will cause its U.S. Affiliate to

comply, and will use its best efforts to ensure compliance by the Selling Firms, with the provisions of this Schedule "A" as though such parties are directly party hereto.

10. Offers to sell and solicitations of offers to buy the Offered Securities in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person, have been and will be made pursuant to and in accordance with exemptions from the registration or qualification requirements of all applicable U.S. state securities ("Blue Sky") laws.

11. It acknowledges that until 40 days after the closing of the offering of the Offered Securities, an offer or sale of the Offered Securities within the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person, by any dealer (whether or not participating in this offering) may violate the registration requirement of the U.S. Securities Act if such offer or sale is made otherwise than in accordance with an exemption from the registration requirements of the U.S. Securities Act.

12. Neither the Underwriter nor its U.S. Affiliate has taken or will take any action that would constitute a violation of Regulation M of the U.S. Exchange Act in connection with the offer or sale of the Offered Securities.

13. As of the Closing Date, with respect to Offered Securities to be offered and sold hereunder in reliance on Rule 506(b) of Regulation D (the "**Regulation D Securities**"), the Underwriter represents that none of (i) the Underwriter or its U.S. Affiliate, (ii) the Underwriter or its U.S. Affiliate's general partners or managing members, (iii) any of the Underwriter's or its U.S. Affiliate's directors, executive officers or other officers participating in the offering of the Regulation D Securities, (iv) any of the Underwriter's or its U.S. Affiliate's general partners' or managing members' directors, executive officers or other officers participating in the offering of the Regulation D Securities or (v) any other person associated with any of the above persons, including any Selling Firm and any such persons related to such Selling Firm, that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with sale of Regulation D Securities (each, a "**Dealer Covered Person**" and, collectively, the "**Dealer Covered Persons**"), is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) of Regulation D (a "**Disqualification Event**"). Each Dealer Covered Person will notify the Corporation in writing, prior to any offer or sale of Regulation D Securities, (i) any Disqualification Event relating to any Dealer Covered Person not previously disclosed to the Corporation in accordance with this section, and (ii) any event that would, with the passage of time, become a Disqualification Event relating to any Dealer Covered Person. As of the Closing Date, the Underwriter is not aware of any person (other than any Dealer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the offer and sale of any Regulation D Securities.

14. The Underwriter is not a U.S. Person, did not receive any offer to acquire the Broker Warrants or any of the Broker Shares issuable upon exercise of the Broker Warrants in the United States, was not in the United States at the time of executing any buy order for the Broker Warrants, is acquiring the Broker Warrants solely for its own account, for investment purposes only, and acknowledges and agrees that the Broker Warrants may not be exercised in the United States or by or for the account or benefit of a U.S. Person or a person in the United States unless an exemption from the registration requirements of the U.S. Securities Act and any applicable state securities laws is available and the holder has delivered to the Corporation a written opinion of counsel of recognized standing in form and substance satisfactory to the Corporation, to such effect.

15. At least one Business Day prior to the Closing, the Underwriter and its U.S. Affiliate will provide the Corporation with (a) a list of all purchasers of the Offered Securities in the United States, or that are, or are acting for the account or benefit of, persons in the United States or U.S. Persons, and all purchasers of Offered Securities who were offered Offered Securities in the United States, and (b) all executed QIB Letters in the form attached as Exhibit B to the Final U.S. Private Placement Memorandum and/or U.S. Subscription Agreements in the form attached as Exhibit A to the Final U.S. Private Placement Memorandum.

16. None of the Underwriter, its U.S. Affiliate, or any person acting on any of their behalf will solicit the exchange or conversion of the Convertible Debentures for underlying Debenture Shares and will not pay, give or receive any commission or other remuneration, directly or indirectly, for soliciting such exchange or conversion of the Convertible Debentures.

17. At the Closing, the Underwriter and its U.S. Affiliate will provide a certificate, substantially in the form of Schedule "B" attached to the Underwriting Agreement, relating to the manner of the offer of the Offered Securities in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person,, or such persons will be deemed to have represented to the Corporation that they did not offer or sell any Offered Securities in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person.

Representations, Warranties and Covenants of the Corporation

The Corporation represents, warrants, covenants to the Underwriters that:

1. The Corporation is a Foreign Issuer and reasonably believes that there is no Substantial U.S. Market Interest in any of the Offered Securities or the Common Shares.

2. Except with respect to (i) offers and sales through the Underwriters and their U.S. Affiliates to Qualified Institutional Buyers in reliance upon the exemption from registration provided by Rule 144A, or (ii) sales to Substituted Purchasers that are Institutional Accredited Investors identified by the Underwriters through their U.S. Affiliates pursuant to the exemption from registration provided by Rule 506(b) of Regulation D, all in accordance with this Schedule "A", neither the Corporation nor any of its affiliates, nor any person acting on any of their behalf (other than the Underwriters, the U.S. Affiliates, any Selling Firms, their respective affiliates or any person acting on any of their behalf, in respect of which no representation, warranty or covenant is made), has made or will make: (A) any offer to sell, or any solicitation of an offer to buy, any Offered Securities in the United States or to, or for the account or benefit of, a person in the United States or a U.S. Person; 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 and not a U.S. Person or acting for the account or benefit of a person in the United States or a U.S. Person or (ii) the Corporation, its affiliates, and any person acting on any of their behalf reasonably believe that the purchaser is outside the United States and not a U.S. Person or acting for the account or benefit of a person in the United States or a U.S. Person.

3. All offers and sales of Offered Securities made outside the United States to non-U.S. Persons by the Corporation, any of its affiliates or any person acting on any of their behalf, have been and will be made through the Underwriters in Offshore Transactions within the meaning of Regulation S in accordance with this Schedule "A". None of the Corporation, its affiliates, or any person acting on any of their behalf (other than the Underwriters, the U.S. Affiliates, any Selling Firms, their respective affiliates or any person acting on any of their behalf, in respect of which no

representation, warranty or covenant is made), has made or will make any Directed Selling Efforts in the United States with respect to the Securities.

4. None of the Corporation, its affiliates, or any person acting on any of their behalf (other than the Underwriters, the U.S. Affiliates, any Selling Firms, their respective affiliates or any person acting on any of their behalf, in respect of which no representation, warranty or covenant is made), has taken or will take any action that would cause the exemptions from the registration requirements of the U.S. Securities Act provided by Rule 144A or Rule 506(b) of Regulation D or the exclusion from the registration requirements of the U.S. Securities Act provided by Rule 903 of Regulation S to be unavailable for offers and sales of the Offered Securities pursuant to the Underwriting Agreement including this Schedule “A”.

5. None of the Corporation, any of its affiliates or any person acting on any of their behalf (other than the Underwriters, the U.S. Affiliates, any Selling Firms, their respective affiliates or any person acting on any of their behalf, in respect of which no representation, warranty or covenant is made) has offered or will offer to sell, or has solicited or will solicit offers to buy, Offered Securities in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person, 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.

6. To the extent that the Underwriters arrange for Substituted Purchasers to purchase the Offered Securities, the Corporation understands and acknowledges that the Underwriters will be acting as the Corporation’s exclusive agents to offer the Offered Securities and to the extent that Substituted Purchasers acquire any of the Offered Securities, the Underwriters shall not be deemed to have acquired (at any time) or have any obligation to acquire any of such Offered Securities.

7. For so long as any of the Offered Securities which have been sold to, or for the account or benefit of, persons in the United States or U.S. Persons in reliance upon Rule 144A are outstanding and “restricted securities” within the meaning of Rule 144(a)(3) under the U.S. Securities Act and not eligible for resale pursuant to Rule 144(b)(1) under the U.S. Securities Act, at any time when the Corporation is neither subject to and in compliance with the reporting requirements of Section 13 or 15(d) of the U.S. Exchange Act, nor exempt from such reporting requirements pursuant to Rule 12g3-2(b) thereunder, the Corporation will provide holders and prospective purchasers of Offered Securities designated by such holders, upon request, with the information required to be provided by Rule 144A(d)(4) under the U.S. Securities Act, for so long as the provision of such information is required to permit resales of the Offered Securities pursuant to Rule 144A.

8. Since the date that is six months prior to start of the Offering, the Corporation has not sold, offered for sale or solicited any offer to buy, and it will not sell, offer for sale or solicit any offer to buy, any of its securities in a manner that would be integrated with the offer and sale of the Offered Securities and would cause the exemption from registration set forth in Rule 506(b) of Regulation D or Rule 144A or the exclusion from registration set forth in Rule 903 of Regulation S to become unavailable with respect to the offer and sale of the Offered Securities. Neither the Corporation nor any person acting on its behalf (other than the Underwriters, the U.S. Affiliates, any Selling Firms, their respective affiliates or any person acting on any of their behalf, in respect of which no representation, warranty or covenant is made) has engaged or will engage in any General Solicitation or General Advertising in connection with any offer or sale of the Offered Securities in the United States or otherwise in a manner that would be integrated with the offer and sale of the Offered Securities and would cause the exemptions from registration set forth in Rule 506(b) of Regulation D or Rule 144A or the exclusion from registration set forth in Rule 903 of Regulation S to become unavailable with respect to the offer and sale of the Offered Securities.

9. None of the Corporation or any of its predecessors or affiliates has been subject to any order, judgment or decree of any court of competent jurisdiction temporarily, preliminarily or permanently enjoining such person for failure to comply with Rule 503 of Regulation D.

10. With respect to Regulation D Securities, none of the Corporation, any of its predecessors, any affiliated issuer issuing Regulation D Securities, any director, executive officer or other officer of the Corporation participating in the offering of Regulation D Securities, any beneficial owner of 20% or more of the Corporation's outstanding voting equity securities, calculated on the basis of voting power, or any promoter (as that term is defined in Rule 405 under the U.S. Securities Act) connected with the Corporation in any capacity at the time of sale of the Regulation D Securities (but excluding any Dealer Covered Person (as defined below), as to whom no representation, warranty or covenant is made) (each, an "**Issuer Covered Person**") is subject to any Disqualification Event, except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3) under Regulation D. The Corporation has exercised reasonable care to determine whether any Issuer Covered Person is subject to a Disqualification Event. If applicable, the Corporation has complied with its disclosure obligations under Rule 506(e) under Regulation D, and has furnished to the Underwriters and the U.S. Affiliates a copy of any disclosures provided thereunder.

11. The Corporation is not aware of any person (other than the Underwriters, their U.S. Affiliates and any Selling Firm) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of any Regulation D Securities.

12. The Offered Securities are not, and as of the Closing will not be, and no securities of the same class as the Offered Securities are or will be: (i) listed on a national securities exchange in the United States registered under Section 6 of the U.S. Exchange Act; (ii) quoted in a "U.S. automated inter-dealer quotation system", as such term is used for purposes of Rule 144A; or (iii) convertible or exchangeable into, or exercisable for, securities so listed or quoted at an effective conversion or exercise premium (calculated as specified in paragraph (a)(6) and (a)(7) of Rule 144A) of less than ten percent for securities so listed or quoted.

13. The Corporation will not pay or give any commission or other remuneration, directly or indirectly, for soliciting the exchange or conversion of the Convertible Debentures for the underlying Debenture Shares.

14. The Corporation is not, and following the application of the proceeds of the sale of the Offered Securities in the manner described in the Final Prospectus will not be, registered or required to be registered as an investment company under the United States Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder.

15. The Corporation will, within the prescribed time periods, prepare and file any forms or notices required under the U.S. Securities Act or any state securities laws in connection with the sale of the Offered Securities.

SCHEDULE "B"

UNDERWRITER'S CERTIFICATE

In connection with the private placement in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person, of Offered Securities of WeedMD Inc. (the "**Corporation**"), pursuant to an underwriting agreement (the "**Underwriting Agreement**") dated as of September 10, 2019, between the Corporation and Mackie Research Capital Corporation and Haywood Securities Inc. (collectively, the "**Underwriters**" and individually, an "**Underwriter**"), the undersigned hereby certify as follows:

1. Mackie Research USA Inc. (the "**U.S. Affiliate**") is a duly registered broker or dealer pursuant to Section 15(b) of the U.S. Securities Exchange Act of 1934, as amended, and under the laws of each applicable state of the United States (unless exempted from the respective state's broker-dealer registration requirements), and was and is a member of, and in good standing with, the Financial Industry Regulatory Authority, Inc. on the date hereof and on the date of each offer and sale made by it in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person, and all offers and sales of Offered Securities in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person, have been effected by the U.S. Affiliate in accordance with all U.S. federal and state broker-dealer requirements;

2. all offers of Offered Securities in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person, were made only through the U.S. Affiliate, to Qualified Institutional Buyers or Institutional Accredited Investors, as applicable, and have been effected in accordance with all applicable U.S. broker-dealer requirements and Securities Laws;

3. each offeree of Offered Securities in the United States, or that is or is acting for the account or benefit of, a person in the United States or a U.S. Person, was provided with a copy of one or both of the Preliminary U.S. Private Placement Memorandum and the Final U.S. Private Placement Memorandum, and each purchaser of Offered Securities in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person, or that was offered Offered Securities in the United States, was provided with a copy of the Final U.S. Private Placement Memorandum, and no other written material was used in connection with the offer or sale of the Offered Securities in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person;

4. immediately prior to our transmitting the Preliminary U.S. Private Placement Memorandum or the Final U.S. Private Placement Memorandum to offerees in the United States, or that are or are acting for the account or benefit of, persons in the United States or U.S. Persons, we had reasonable grounds to believe and did believe that each such offeree was a Qualified Institutional Buyer or Institutional Accredited Investor, as applicable, and, on the date hereof, we continue to believe that each such offeree purchasing Offered Securities is a Qualified Institutional Buyer or Institutional Accredited Investor, as applicable;

5. we obtained from each person in the United States, or that is or is acting for the account or benefit of, a person in the United States or a U.S. Person, and each offeree in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person, in each case that is purchasing Offered Securities, either (i) an executed QIB Letter in the form of Exhibit B to the Final U.S. Private Placement Memorandum or (ii) an executed U.S. Subscription Agreement in the form of Exhibit A to the Final U.S. Private Placement Memorandum, and we have delivered copies of the same to the Corporation;

6. no form of General Solicitation or General Advertising was used by us, in connection with the offer of the Offered Securities in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person;

7. neither we nor any of our affiliates have taken or will take any action which would constitute a violation of Regulation M under the U.S. Exchange Act in connection with the offer or sale of the Offered Securities;

8. with respect to the Regulation D Securities, each of the undersigned represents that none of its Dealer Covered Persons is subject to any Disqualification Event;

9. each of the undersigned is not aware of any person (other than any Dealer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of any Regulation D Securities; and

10. all offers of the Offered Securities in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person, have been conducted by us in accordance with the terms of the Underwriting Agreement, including Schedule "A" thereto.

[Signature Page Follows]

Capitalized terms used but not defined in this certificate have the meanings given to them in the Underwriting Agreement (including Schedule “A” attached thereto).

Dated this __ day of _________________, 2019.

MACKIE RESEARCH CAPITAL CORPORATION	**MACKIE RESEARCH USA INC.**
Per: _____________________________ Authorized Signing Officer	Per: _____________________________ Authorized Signing Officer