



Form 51-102F6V
STATEMENT OF EXECUTIVE COMPENSATION – VENTURE ISSUERS
(for the year ended August 31, 2017)

Set out below is the Statement of Executive Compensation of National Access Cannabis Corp. (the “**Company**” or “**NAC**”) for the financial year ended August 31, 2017, which is presented in accordance with National Instrument 51-102F6V.

Oversight and description of director and Named Executive Officer compensation

The Company’s executive compensation program is available to directors and executive officers of the Company, including the “**Named Executive Officers**” or “**NEOs**” of the Company which is defined by applicable securities legislation to mean each of the following individuals, namely: (a) each individual who, in respect of the company, during any part of the most recently completed financial year, served as chief executive officer (the “**CEO**”), including an individual performing functions similar to a chief executive officer; (b) each individual who, in respect of the company, during any part of the most recently completed financial year, served as chief financial officer (the “**CFO**”), including an individual performing functions similar to a chief financial officer; (c) in respect of the company and its subsidiaries, the most highly compensated executive officer other than the individuals identified in paragraphs (a) and (b) at the end of the most recently completed financial year whose total compensation was more than \$150,000, as determined in accordance with subsection 1.3(5) of National Instrument 51-102F6V, for that financial year; and (d) each individual who would be a named executive officer under paragraph (c) but for the fact that the individual was not an executive officer of the company, and was not acting in a similar capacity, at the end of that financial year.

Connor Cruise was CEO and CFO of the Company from September 4, 2015 to August 30, 2017. On August 30, 2017, Mark Goliger was appointed as CEO and Michael Best was appointed as CFO of the Company. Connor Cruise, Mark Goliger and Michael Best were the only Named Executive Officers of the Company for the financial year ended August 31, 2017 and any reference to Named Executive Officers of the Company herein includes Connor Cruise, Mark Goliger and Michael Best.

Elements of Compensation as a Capital Pool Company

The Company was a Capital Pool Company (“**CPC**”) (as such term is defined in the policies of the TSX Venture Exchange (“**TSXV**”)) during its most recently completed financial year. The Company completed its Qualifying Transaction (as such term is defined in the policies of the TSXV) on August 30, 2017. In connection with the completion of the Qualifying Transaction, the Company changed its year end from December 31 to August 31. Pursuant to Policy 2.4 of the TSXV, prior to August 30, 2017 while the Company was a CPC, no compensation of any kind could be provided to the Company’s directors or officers, directly or indirectly, by any means, including payment of salary, other than compensation that may be provided by way of stock options (“**Options**”) to purchase common shares (“**Common Shares**”) in the Company pursuant to the Company’s stock option plan (“**Option Plan**”).

The Company issued Options to maintain a competitive position in the CPC marketplace, as Options were the only permissible form of compensation that may be awarded to its directors and officers while it was a CPC.

With respect to the grant of Options prior to August 30, 2017, the CEO of the Company recommended to the board of directors (“**Board**”) the individual equity incentive awards for each executive officer and director. The Board took these recommendations into consideration when making final decisions on compensation for those executive officers and directors. The Board did not use formulas or benchmarks for each grant, but was restricted by the policies of the TSXV and the terms of the Option Plan in how many Options it may grant. Options under the Option Plan were awarded to executive officers and directors by the Board based upon the level of responsibility and contribution of the

individuals towards the Company's goals and objectives. Previous grants of Options to a particular individual were taken into account when considering future grants of Options to that particular individual.

Elements of Compensation and Changes Following Qualifying Transaction

Following the completion of the Company's Qualifying Transaction on August 30, 2017, the Company began paying compensation to its directors and executive officers in accordance with industry standards and implemented an executive compensation program comprised of three principal components: base salaries, bonuses and a stock option plan, which is designed to provide a combination of cash and equity-based compensation to effectively retain and motivate the executive officers to achieve the corporate goals and objectives of the Company. Each component of the proposed executive compensation program is described below.

Base Salaries

Executive officers are paid a base salary to compensate them for providing the leadership and specific skills needed to fulfill their responsibilities. The payment of base salaries is an important component of the Company's compensation program and serves to attract and retain qualified individuals. The base salaries for the executive officers are reviewed annually by the Board and determined by considering the contributions made by the executive officers, how their compensation levels relate to compensation packages that would be achievable by such officers from other opportunities and publicly available salary data. Salaries of the executive officers are not determined based on benchmarks or a specific formula.

Bonuses

The Board may from time to time approve bonus payments to reward executive officers for their contribution to the achievement of annual corporate goals and objectives. Bonuses also serve as a retention incentive for executive officers so that they remain in the employ of the Company. The payment of bonuses is consistent with the overall objective of the Company to reward performance.

Stock Options

With respect to the granting of Options, the CEO of the Company recommends to the Board the individual equity incentive awards for each executive officer and director. The Board takes these recommendations into consideration when making final decisions on compensation for those executive officers and directors. The Board does not use formulas or benchmarks for each grant, but is restricted by the policies of the TSXV and the terms of the Option Plan in how many Options it may grant. Options under the Option Plan are awarded to executive officers and directors by the Board based upon the level of responsibility and contribution of the individuals towards the Company's goals and objectives. Previous grants of Options to a particular individual are taken into account when considering future grants of Options to that particular individual.

Risks of Compensation Policies and Practices

The Company's compensation program is designed to provide directors and executive officers incentives for the achievement of near-term and long-term objectives, without motivating them to take unnecessary risk. As part of its review and discussion of executive compensation, the Board noted the following facts that discourage the Company's executives from taking unnecessary or excessive risk: (i) the Company's business strategy and related compensation philosophy; and (ii) the effective balance, in each case, between near-term and long-term focus, corporate and individual performance, and financial and non-financial performance.

Based on this review, the Board believes that the Company's total executive compensation program does not encourage executive officers to take unnecessary or excessive risk.

William Guinan, <i>Former Director</i> ⁽⁶⁾	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Michael Saliken, <i>Former Director</i> ⁽⁷⁾	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Frederick Leigh Jr., <i>Former Director</i> ⁽⁸⁾	Nil	Nil	Nil	Nil	Nil	Nil	Nil

Notes:

- (1) The Company's year end was changed from December 31 to August 31 in connection with the Qualifying Transaction. Therefore, the disclosure provided above is for the 2017 year end from August 31, 2016 to August 31, 2017. The number of underlying Common Shares for each Named Executive Officer or director is equal to the number of Options that were granted to that Named Executive Officer or director. The Options are subject to the terms and conditions of the Option Plan, a copy of which is attached as Schedule "A" to the management information circular of the Company dated May 9, 2017 and filed on the Company's profile at www.sedar.com.
- (2) Mr. Goliger was appointed as Chief Executive Officer on August 30, 2017.
- (3) Mr. Best was appointed as Chief Financial Officer on August 30, 2017.
- (4) Mr. Cruise acted as Chief Executive Officer and Chief Financial Officer from September 4, 2015 to August 30, 2017 and as a director from June 18, 2015 to August 30, 2017. On March 17, 2016, Mr. Cruise was granted 346,950 Options. The Options granted on March 17, 2016 were subject to a share split of 1.205 to 1 Common Share on August 30, 2017. As of August 31, 2017, Mr. Cruise held 418,075 Options.
- (5) Mr. Rifici, Mr. Meliambro, Mr. Gillis, Mr. Hunt and Mr. Lustig were elected as directors on August 30, 2017.
- (6) Mr. Guinan served as a director from September 4, 2015 to August 30, 2017. On March 17, 2016, Mr. Guinan was granted 117,963 Options. The Options granted on March 17, 2016 were subject to a share split of 1.205 to 1 Common Share on August 30, 2017. As of August 31, 2017, Mr. Guinan held 418,075 Options.
- (7) Mr. Saliken served as a director from September 4, 2015 to August 30, 2017. On March 17, 2016, Mr. Saliken was granted 55,512 Options. The Options granted on March 17, 2016 were subject to a share split of 1.205 to 1 Common Share on August 30, 2017. As of August 31, 2017, Mr. Saliken held 66,892 Options.
- (8) Mr. Leigh Jr. served as a director from October 27, 2015 to August 30, 2017. On March 17, 2016, Mr. Leigh Jr. was granted 55,512 Options. The Options granted on March 17, 2016 were subject to a share split of 1.205 to 1 Common Share on August 30, 2017. As of August 31, 2017, Mr. Leigh Jr. held 66,892 Options.

Stock option plans and other incentive plans

The Company has adopted an Option Plan which provides that the Board of the Company may from time to time, in its discretion, and in accordance with the TSXV requirements, grant to directors, officers, employees and technical consultants to the Company, non-transferable options to purchase Common Shares of the Company, provided that the number of Common Shares reserved for issuance will not exceed 10% of the issued and outstanding Common Shares. The exercise price of options to be issued under the Option Plan shall be fixed by the Board at the date of grant, provided that such price shall not be less than that permitted by any stock exchange upon which the Common Shares are then listed and posted for trading. Such options will be exercisable for a period of up to 10 years from the date of grant, but such term may be shortened by the Board in any stock option agreement, and all options will be subject to early termination in accordance with the provisions of the Option Plan relating to the cessation of the optionee as a director, officer, employee or consultant, either due to termination of employment or due to death or permanent disability. In connection with the foregoing, the number of Common Shares reserved for issuance to any individual director or officer will not exceed five percent (5%) of the issued and outstanding Common Shares and the number of Common Shares reserved for issuance to all technical consultants will not exceed two percent (2%) of the issued and outstanding Common Shares. Options granted to any optionee that does not continue as a director, officer, technical consultant or employee of the Company post closing of the Qualifying Transaction, have a maximum term of the later of 12 months after completion of the Qualifying Transaction and 90 days following cessation of the optionee's position with the Company, provided that if the cessation of office, directorship, or technical consulting arrangement was by reason of death, the option may be exercised within a maximum period of one year after such death, subject to the expiry date of such option. The Option Plan was approved by the shareholders of the Company on June 6, 2017.

Providing a proprietary interest in the Company provides an incentive to contribute to the future success and prosperity of the Company, thus enhancing the value of the Common Shares for the benefit of all shareholders and increasing the ability of the Company to attract and retain persons of experience by aligning the interests of executives and employees with the growth and profitability of the Company. The longer-term focus of the Option Plan contemplates and balances the short-term elements of the compensation program of the Company.

The Option Plan is administered by the Board and all decisions and implementations of the Board respecting the Option Plan or options granted thereunder shall be conclusive and binding on the Company and on the optionees. The

Board may, at any time and from time to time, grant options under the Option Plan on terms and conditions to be determined by the Board from time to time, subject to the conditions contained in the Option Plan and subject to the policies of the TSXV.

As of August 31, 2017: (i) the Company has 8,269,004 stock options outstanding under the Option Plan; and (ii) there remains for issuance under the Option Plan 3,328,402 options, which together represents 10% of the currently outstanding Common Shares.

Employment, consulting and management agreements

Other than as provided for at common law and as disclosed below, there is no agreement or arrangement that provides for payments to the Named Executive Officers at, following or in connection with any termination (whether voluntary, involuntary or constructive), resignation, retirement, a change of control of the Company or a change in the Named Executive Officers' responsibilities.

Mark Goliger – Chief Executive Officer

On March 25, 2017, the Company entered into an employment agreement with Mark Goliger in connection with his role as CEO for an indefinite term. The employment contract provides for the payment of a base salary of \$200,000 per year together with benefits (see “*Director and named executive officer compensation, excluding compensation securities*” and “*Compensation Securities*” table above). Mr. Goliger is entitled to terminate the employment agreement and his employment with the Company at any time by providing four weeks' prior written notice to the Company. The Company is entitled to terminate Mr. Goliger's employment at any time, without cause, by providing written notice of the termination, all accrued but unpaid base salary, vacation pay and expenses properly incurred in the carrying out of his duties to the date of termination and a lump sum payment of \$100,000 less required withholdings (“**Termination Pay**”). Pursuant to the employment agreement, Mr. Goliger is entitled to terminate the agreement within 60 days of a change of control provided one of the following occurs: the assignment to Mr. Goliger of any duties inconsistent with the CEO position; a reduction in the base salary of more than 5%; or the failure of the Company to obtain a satisfactory agreement from a successor to assume and agree to perform the employment agreement. Upon a change of control, Mr. Goliger is entitled to the Termination Pay. Change of control events for the purposes of the employment agreement include such events as: (i) a takeover bid or otherwise, provided that a majority of the Board after the takeover bid is different than the Board immediately prior to the takeover bid; (ii) an acquisition of 50% or more of the voting units of the Company; (iii) the sale of substantially all of the assets of the Company; (iv) the passing of a resolution by the Board to substantially liquidate the assets or wind up the Company; or (v) any other event which in the opinion of the Board constitutes a change of control, but for all purposes does not include the Qualifying Transaction.

Michael Best – Chief Financial Officer

On October 17, 2016, the Company entered into an employment agreement with Michael Best in connection with his role as CFO for an indefinite term. The employment agreement provides for the payment of a base salary of \$120,000 per year (see “*Director and named executive officer compensation, excluding compensation securities*” and “*Compensation Securities*” table above). Mr. Best may terminate the agreement with a minimum of 60 days' written notice of termination. The Company may terminate the agreement with a minimum of 30 days' written notice of termination without cause and immediately with just cause. In the event of termination without cause, the Company is required to pay Mr. Best a lump sum severance equal to six months of annual base salary, any unpaid expenses and accrued benefits and any salary payable. Mr. Best is also entitled to retain received and payable in arrears Common Shares and any vested stock options, subject to the Option Plan. In the event of a change in control, the agreement will be binding on the successor company. Change of control events for the purposes of the employment agreement include such events as: (i) any consolidation or merger in which the Company is not the continuing or surviving entity; (ii) any sale, lease, exchange or other transfer of all or substantially all of the Company's assets; (iii) the Company's shareholders approve any plan proposal for liquidation or dissolution of the Company; (iv) any person which includes any corporate body, shall become the beneficial owner of more than 40% or more of the shares of the Company; or (v) other than at an annual general meeting of the Company, a change in the majority of the Board.

Stock Option Plan

The form of stock option agreement used for the grant of Options to Named Executive Officers and directors provides that in the event of a Reorganization (as defined herein), the Option holder will receive, upon exercise of the Option, the securities or properties to which the holder of the number of shares then deliverable upon the exercise of the Option would have been entitled upon a Reorganization, and the Company will take steps in connection with such Reorganization as may be necessary to assure that the provisions of the stock option agreement shall thereafter be applicable, in relation to any securities or property thereafter deliverable upon the exercise of the Option.

A “**Reorganization**” occurs when the Company, at any time, arranges with or merges into another corporation, or the Common Shares of the Company are increased, decreased, changed into or exchange for a different number or kind of shares or securities of the Company, or another corporation or entity, through re-organization, re-capitalization, re-classification, stock dividend, subdivision, consolidation, take-over bid, exempt take-over bid, issuer bid or exempt issuer bid, or other change in control of the Company. A sale of all or substantially all of the assets of the Company for consideration (apart from the assumption of obligations), consisting primarily of securities, is deemed to be a Reorganization.

The form of stock option agreement also provides that in the event of a change of control, the Company shall, immediately upon receipt of notice of a bona fide offer for Common Shares (either to the Option holder or the shareholders of the Company) in which such offer is accepted in whole or in part and results in the offeror exercising control of the Company within the meaning of the *Securities Act* (Alberta), notify the Option holder with full particulars. The Option (including any unvested Options) may be exercised in whole or in part by the Option holder so as to permit the Option holder to tender Common Share received upon such exercise pursuant to the offer. If the change of control transaction does not proceed, the Common Shares shall be returned by the Option holder to the Company and reinstated as authorized by unissued Common Shares and the terms of the stock option agreement shall again apply to the Options. The Company shall refund the exercise price to the Option holder.

Estimated Incremental Payments

The estimated incremental payments, payables and benefits which might be paid by the Company for the Named Executive Officers, assuming a termination of employment without cause occurred, on the last business day of the year ended August 31, 2017, would be, approximately \$109,000 for Mark Goliger and \$65,000 for Michael Best.

Pension Disclosure

The Company does not have a pension plan or any other plan that provides for payments or benefits at, following or in connection with retirement and is not currently providing a pension to any directors of the Company or Named Executive Officers. The Company does not have a deferred compensation plan.