UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): June 30, 2023

TerrAscend Corp.

(Exact name of Registrant as Specified in Its Charter)

Canada **(State or Other Jurisdiction of Incorporation)**	**000-56363** **(Commission File Number)**	**Not applicable** **(IRS Employer Identification No.)**
77 City Centre Drive Suite 501 **Mississauga, Ontario, Canada** **(Address of Principal Executive Offices)**		**L5B 1M5** **(Zip Code)**

Registrant's Telephone Number, Including Area Code: 717 610-4165

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)*	Name of each exchange on which registered
N/A	TSNDF	N/A

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

* The registrant's common shares, no par value, trade over-the-counter on OTCQX Best Market under the trading symbol "TSNDF".

Item 1.01 Entry into a Material Definitive Agreement.

On June 30, 2023, TerrAscend Corp. (the "Company") closed a third tranche of concurrent private placement offerings (the "Third Private Placements") pursuant to the terms and conditions of those certain Subscription Agreements for Units (the "Equity Subscription Agreements") and that certain Subscription Agreement for Convertible Debentures (the "Debenture Subscription Agreement"), each dated as of June 30, 2023, by and between the Company and certain accredited investors (the "Investors") for total gross proceeds of approximately US$425,000 (CAD $562,700). The Company sold to the Investors (i) an aggregate of 216,666 units (the "Units") of the Company (the "Equity Offering") at a price of US$1.50 (CAD $2.00) per Unit (the "Issue Price"), for aggregate gross proceeds of approximately US$325,000 (CAD $430,300) and (ii) 100 senior unsecured convertible debentures (the "Debentures") of the Company (the "Debenture Offering") at a price of US$1,000 per Debenture, for aggregate gross proceeds of approximately US$100,000 (CAD $132,400). The Third Private Placements and the previously announced concurrent private placements totaled aggregate proceeds of approximately US$21 million (CAD $27.8 million).

Each Unit sold pursuant to the Equity Offering is comprised of one common share of the Company (a "Common Share") and one-half of one Common Share purchase warrant (each whole Common Share purchase warrant, a "Warrant"). Each Warrant entitles the holder thereof to purchase one Common Share of the Company, at an exercise price of US$1.95 per Common Share (subject to customary adjustments) for a period of two years following closing of the Equity Offering. The Warrants are governed by the terms of a warrant indenture dated June 30, 2023 between Odyssey Trust Company, acting as warrant agent, and the Company (the "Warrant Indenture").

The Debentures have a term of 36 months from date of issuance (the "Maturity Date"). The Debentures bear interest at a rate of 9.9% per annum, payable upon conversion as described below and at maturity; provided that each holder may, at the option of the holder upon signing of the subscription agreement, elect to receive up to 4.95% per annum of such interest payable in cash on a semi-annual basis.

The Debentures are convertible, in whole or in part, into Common Shares, at the option of the holder, at any time prior to the close of business on the last business day immediately preceding the Maturity Date, at a conversion price equal to US$2.01 per Common Share (subject to customary adjustments).

Holders converting their Debentures will receive accrued and unpaid interest for the period from and including the date of the last interest payment date, to and including, the date of conversion.

In connection with the terms of the Debenture Offering and the Equity Offering, the Company has agreed to make certain cash commission payments equal to an average rate of approximately 2% of the gross proceeds received by the Company based on the source of funds.

The Warrant Indenture, the forms of Equity Subscription Agreement, the form of Debenture Subscription Agreement, and the form of Debenture certificate are filed as Exhibits to this Current Report on Form 8-K, and the foregoing summaries of the terms of such documents are subject to, and qualified in their entirety by, the full text of such documents, which are incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth under Item 1.01 above is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information set forth under Item 1.01 above is incorporated herein by reference.

The securities issued in the private placement were offered and sold in reliance upon (i) the exemption from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act") provided by Section 4(a)(2) thereof and (ii) exemptions from the formal valuation and minority shareholder approval requirements of MI 61–101 contained in sections 5.5(a) and 5.7(1)(a) of MI 61–101 in respect of the Insider Participation as the fair market value (as determined under MI 61-101) of the Insider Participation in the Private Placement is below 25% of the Company's market capitalization (as determined in accordance with MI 61-101).

Item 7.01 Regulation FD Disclosure.

On July 4, 2023, the Company issued a press release regarding the commencement of trading of its common shares (the "Common Shares") on the Toronto Stock Exchange (the "TSX") under the ticker symbol "TSND". A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference. On July 6, 2023, the Company issued a press release regarding the change of its ticker symbol on OTCQX Best Market from "TRSSF" to "TSNDF". A copy of the press release is furnished as Exhibit 99.2 to this Current Report on Form 8-K and is incorporated herein by reference.

The information in Item 7.01 of this Current Report on Form 8-K, including Exhibits 99.1 and 99.2 attached hereto, shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Item 8.01 Other Events.

Effective July 4, 2023, the Company commenced trading of its Common Shares on the TSX under the ticker symbol "TSND". The Company's Common Shares were previously traded on the Canadian Securities Exchange under the ticker symbol "TER".

The Company's Common Shares continue to be traded on OTCQX Best Market. Effective July 6, 2023, the ticker symbol for the Company's Common Shares was changed from "TRSSF" to "TSNDF" on OTCQX Best Market.

No action is required by shareholders in order to continue trading their Common Shares as a result of the listing of the Common Shares on the TSX or the change in ticker symbol on either exchange.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	**Description**
4.1	Warrant Indenture
10.1	Form of Subscription Agreement for Equity Offering.
10.2	Form of Subscription Agreement for Equity Offering with Registered Broker-Dealer.
10.3	Form of Subscription Agreement for Debenture Offering.
10.4	Form of Convertible Debenture.
99.1	Press Release, dated July 4, 2023.
99.2	Press Release, dated July 6, 2023.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

TerrAscend Corp.

Date: July 7, 2023

By: /s/ Keith Stauffer
Keith Stauffer
Chief Financial Officer

Certain confidential information contained in this document, marked by [***], has been omitted because the Company has determined that the information (i) is not material and (ii) would likely cause competitive harm if publicly disclosed.

Execution Version

TERRASCEND CORP.

as the Corporation

and

ODYSSEY TRUST COMPANY

as the Warrant Agent

WARRANT INDENTURE
Providing for the Issue of Warrants

Dated as of the 23rd day of June, 2023

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SCHEDULES

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SCHEDULE "B" EXERCISE FORM **B-1**

WARRANT INDENTURE

THIS WARRANT INDENTURE is dated as of the 23rd day of June, 2023

BETWEEN:

TERRASCEND CORP., a corporation existing under the laws of the Province of Ontario (the "**Corporation**")

- AND -

ODYSSEY TRUST COMPANY, a trust company existing under the laws of Canada and authorized to carry on business in all provinces of Canada (the "**Warrant Agent**")

WHEREAS pursuant to the terms of the Agency Agreement (as defined herein), the Corporation has agreed to create, issue, sell and deliver, by way of a best efforts private placement, an aggregate of up to 6,666,666 units of the Corporation (the "**Units**") at a price of US$1.50 per Unit, each such Unit consisting of one Common Share (as defined herein) and one half of one Warrant (as defined herein) (the "**Offering**");

AND WHEREAS the Corporation has agreed to create, issue, sell and deliver an additional 150,000 Warrants pursuant to the terms of an agreement between JAK Opportunities III LLC and the Corporation;

AND WHEREAS the Corporation has agreed to create, issue, sell and deliver an additional 150,000 Warrants pursuant to the terms of an agreement between Lonnie Davis and the Corporation;

AND WHEREAS pursuant to this Indenture, each whole Warrant shall, subject to adjustment in accordance with the terms hereof, entitle the holder thereof to acquire one Common Share (each, a "**Warrant Share**") upon payment of the Exercise Price (as defined herein) prior to the Expiry Time (as defined herein) upon the terms and conditions herein set forth;

AND WHEREAS all acts and deeds necessary have been done and performed to make the Warrants, when created and issued as provided in this Indenture, legal, valid and binding upon the Corporation with the benefits and subject to the terms of this Indenture;

AND WHEREAS the foregoing recitals are made as representations and statements of fact by the Corporation and not by the Warrant Agent.

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Corporation hereby appoints the Warrant Agent as warrant agent to hold the rights, interests and benefits contained herein for and on behalf of those persons who from time to time become the holders of Warrants issued pursuant to this Indenture and the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

ction 1.1 Definitions.

In this Indenture, including the recitals and schedules hereto, and in all indentures supplemental hereto:

"**Adjustment Period**" means the period from the Effective Date up to and including the Expiry Time;

"**Agency Agreement**" means the agency agreement dated June 23, 2023 between the Corporation and the Agent;

"**Agent**" means ATB Capital markets Inc.;

"**Applicable Legislation**" means any applicable statute of Canada or a province thereof and of the United States or any state thereof and the regulations under any such named or other statute, relating to warrant indentures or to the rights, duties and obligations of warrant agents under warrant indentures, to the extent that such provisions are at the time in force and applicable to this Indenture;

"**Auditors**" means MNP LLP, Chartered Professional Accountants or such other firm of chartered professional accountants duly appointed as auditors of the Corporation, from time to time;

"**Authenticated**" means (a) with respect to the issuance of a Warrant Certificate, one which has been duly signed by the Corporation or on which the signatures of the Corporation have been printed, lithographed or otherwise mechanically reproduced and authenticated by signature of an authorized officer of the Warrant Agent, and (b) with respect to the issuance of an Uncertificated Warrant, one in respect of which the Warrant Agent has completed all Internal Procedures such that the particulars of such Uncertificated Warrant as required by Section 2.7 are entered in the register of holders of Warrants, and "*Authenticate*", "*Authenticating*" and "*Authentication*" have the appropriate correlative meanings;

"**Book Entry Participants**" or "**Participants"** means institutions that participate directly or indirectly in the Depository's book entry registration system for the Warrants;

"**Book Entry Warrants**" means Warrants that are to be held only by or on behalf of the Depository;

"**Business Day**" means any day other than Saturday, Sunday or a statutory or civic holiday, or any other day on which banks are not open for business in the City of Toronto, Ontario and shall be a day on which the CSE is open for trading;

"**Capital Reorganization**" has the meaning set forth in Section 4.1(d);

"**CDS Global Warrants**" means Warrants representing all or a portion of the aggregate number of Warrants issued in the name of the Depository and represented by an Uncertificated Warrant, or if requested by the Depository or the Corporation, by a Warrant Certificate in accordance with the terms thereof;

"**CDSX**" means the settlement and clearing system of CDS Clearing and Depository Services Inc. for equity and debt securities in Canada;

"**Common Share Reorganization**" has the meaning set forth in Section 4.1;

"**Common Shares**" means, subject to Article 4, fully paid and non-assessable common shares in the capital of the Corporation as presently constituted;

"**Confirmation**" has the meaning set forth in Section 3.2(4);

"**Corporation**" has the meaning attributed to it on page 1 of this Indenture, and includes any successor corporation to or of the Corporation, which shall have complied with Section 8.2;

"**Counsel**" means a barrister and/or solicitor or a firm of barristers and/or solicitors retained by the Warrant Agent or retained by the Corporation, which may or may not be counsel for the Corporation;

"**CSE**" means the Canadian Securities Exchange;

"**Current Market Price**" of the Common Shares at any date means the volume weighted average of the trading price per Common Share for such Common Shares for each day there was a closing price for the twenty (20) consecutive Trading Days ending on the Trading Day immediately preceding such date on the CSE or if on such date the Common Shares are not listed on the CSE, on such other nationally recognized stock exchange in Canada or the United States where the Common Shares are then listed and principally traded over such period, or, if such Common Shares are not listed on any stock exchange then on such over-the-counter market as may be selected for such purpose by the Auditors of the Corporation or an independent firm of chartered professional accountants selected by the Corporation, and, if no such market exists, then the Current Market Price shall be determined by the Auditors of the Corporation or an independent firm of chartered professional accountants selected by the Corporation, which determination shall be conclusive. The weighted average price shall be determined by dividing the aggregate sale price of all such shares sold on the said exchange during the said twenty consecutive Trading Days by the total number of such shares so sold;

"**Depository**" means CDS Clearing and Depository Services Inc. or such other person as is designated in writing by the Corporation to act as depository in respect of the Warrants;

"**Dividends**" means any dividends paid by the Corporation;

"**Effective Date**" means the date of this Indenture;

"**Exchange Rate**" means the number of Warrant Shares subject to the right of purchase under each Warrant, which as of the Effective Date is one;

"**Exercise Date**" means, in relation to a Warrant, the Business Day on which such Warrant is validly exercised or deemed to be validly exercised in accordance with Article 3 hereof;

"**Exercise Notice**" has the meaning set forth in Section 3.2(1);

"**Exercise Price**" at any time means the price at which a whole Warrant Share may be purchased by the exercise of a whole Warrant, which is initially US$1.95 per Warrant Share, payable in immediately available Canadian funds, subject to adjustment in accordance with the provisions of Section 4.1;

"**Expiry Date**" means June 23, 2025;

"**Expiry Time**" means 5:00 p.m. (Toronto time) on the Expiry Date;

"**Extraordinary Resolution**" has the meaning set forth in Section 7.11(1);

"**Governmental Authority**" or "**Governmental Authorities**" means any of the governments of Canada, the United States, any other nation or any political subdivision thereof, whether provincial, state, territorial or local, and any agency, authority, instrumentality, regulatory body, court, central bank, fiscal or monetary authority or other authority regulating financial institutions, and any other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government;

"**Indemnified Parties**" has the meaning ascribed thereto in Section 9.7(e);

"**Internal Procedures**" means in respect of the making of any one or more entries to, changes in or deletions of any one or more entries in the register at any time (including without limitation, original issuance or registration of transfer of ownership) the minimum number of the Warrant Agent's internal procedures customary at such time for the entry, change or deletion made to be complete under the operating procedures followed at the time by the Warrant Agent;

"**Issue Date**" means in relation to a Warrant, the date of issue of the Warrant as per written order of the Corporation;

"**Offering**" has the meaning set forth in the preamble hereto;

"**Officer's Certificate**" means a written certificate signed in the name of the Corporation by the Chief Executive Officer or Chief Financial Officer of the Corporation;

"**person**" means an individual, body corporate, partnership, trust, agent, executor, administrator, legal representative or any unincorporated organization;

"**register**" means the one set of records and accounts maintained by the Warrant Agent pursuant to Section 2.9:

"**Registered Warrantholders**" means the persons who are registered owners of Warrants as such names appear on the register, and for greater certainty, shall include the Depository as well as the holders of Uncertificated Warrants appearing on the register of the Warrant Agent;

"**Regulation D**" means Regulation D as promulgated by the United States Securities and Exchange Commission under the U.S. Securities Act;

"**Regulation S**" means Regulation S as promulgated by the United States Securities and Exchange Commission under the U.S. Securities Act;

"**Rights Offering**" has the meaning set forth in Section 4.1(b);

"**SEC**" has the meaning set forth in Section 9.15(2);

"**Shareholders**" means holders of Common Shares;

"**successor entity**" has the meaning ascribed thereto in Section 8.2;

"**Tax Act**" means the *Income Tax Act* (Canada) and the rules and regulations promulgated thereunder;

"**this Warrant Indenture**", "**this Indenture**", "**this Agreement**", "**hereto**" "**herein**", "**hereby**", "**hereof**" and similar expressions mean and refer to this Indenture and any indenture, deed or instrument supplemental hereto; and the expressions "**Article**", "**Section**", "**subsection**" and "**paragraph**" followed by a number, letter or both mean and refer to the specified article, section, subsection or paragraph of this Indenture;

"**Trading Day**" means, with respect to the CSE, or such other stock exchange which forms the primary trading market for the Common Shares, a day on which such exchange is open for the transaction of business and with respect to another exchange or an over-the-counter market means a day on which such exchange or market is open for the transaction of business;

"**Uncertificated Warrant**" means any Warrant which is not evidenced by a Warrant Certificate;

"**United States**" or "**U.S.**" means, as the context requires, the United States of America, its territories and possessions, any state of the United States, and/or the District of Columbia;

"**Units**" has the meaning set forth in the preamble hereto;

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

"**U.S. Person**" has the meaning set forth in Rule 902(k) of Regulation S;

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

"**U.S. Warrantholder**" means any Registered Warrantholder that is a U.S. Person, acquired Warrants in the United States or for the account or benefit of any U.S. Person or Person in the United States;

"**Warrant Agency**" means the principal office of the Warrant Agent in Toronto, Ontario or such other place as may be designated in accordance with Section 3.5;

"**Warrant Agent**" means Odyssey Trust Company, in its capacity as warrant agent of the Warrants, or its successors from time to time;

"**Warrant Certificate**" means a certificate, substantially in the form set forth in Schedule "A" hereto, to evidence those Warrants that will be evidenced by a certificate;

"**Warrant Shares**" has the meaning, subject to Article 4, set forth in the preamble hereto;

"**Warrantholders**", or "**holders**" without reference to Warrants, means the warrantholders as and in respect of Warrants registered in the name of the Depository and includes owners of Warrants who beneficially hold securities entitlements in respect of the Warrants through a Book Entry Participant or means, at a particular time, the persons entered in the register hereinafter mentioned as holders of Warrants outstanding at such time;

"**Warrantholders' Request**" means an instrument signed in one or more counterparts by Registered Warrantholders entitled to acquire in the aggregate not less than 50% of the aggregate number of Warrant Shares which could be acquired pursuant to all Warrants then unexercised and outstanding, requesting the Warrant Agent to take some action or proceeding specified therein;

"**Warrants**" means each whole Common Share purchase warrant created by, and authorized by and issuable under this Indenture, to be issued and countersigned hereunder as a Warrant Certificate and/or Uncertificated Warrant held through the book entry registration system on a no certificate issued basis, entitling the holder or holders thereof to purchase up to 3,633,333 Warrant Shares (subject to adjustment as herein provided) at the Exercise Price prior to the Expiry Time and, where the context so requires, also means the warrants issued and

Authenticated hereunder, whether by way of Warrant Certificate or Uncertificated Warrant; and

"**written order of the Corporation**", "**written request of the Corporation**", "**written consent of the "Corporation**" and "**certificate of the Corporation**" mean, respectively, a written order, request, consent and certificate signed in the name of the Corporation by any two duly authorized signatories of the Corporation and may consist of one or more instruments so executed.

ction 1.2 Gender and Number.

Words importing the singular number or masculine gender shall include the plural number or the feminine or neuter genders, and vice versa.

ction 1.3 Headings, Etc.

The division of this Indenture into Articles and Sections, the provision of a Table of Contents and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Indenture or of the Warrants.

ction 1.4 Day not a Business Day.

If any day on or before which any action or notice is required to be taken or given hereunder is not a Business Day, then such action or notice shall be required to be taken or given on or before the requisite time on the next succeeding day that is a Business Day.

ction 1.5 Time of the Essence.

Time shall be of the essence in this Indenture and each Warrant.

ction 1.6 Monetary References.

Whenever any amounts of money are referred to herein, such amounts shall be deemed to be in lawful money of Canada unless otherwise expressed.

ction 1.7 Applicable Law.

This Indenture, the Warrants and the Warrant Certificates (including all documents relating thereto, which by common accord have been and will be drafted in English) shall be construed in accordance with the laws of the Province of Ontario, and the federal laws of Canada applicable therein and shall be treated in all respects as Ontario contracts. Each of the parties hereto, which shall include the Warrantholders, irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario with respect to all matters arising out of this Indenture and the transactions contemplated herein.

ARTICLE 2
ISSUE OF WARRANTS

ction 2.1 Creation and Issue of Warrants.

A maximum of 3,633,333 Warrants (subject to adjustment as herein provided) are hereby created and authorized to be issued on the Issue Date in accordance with the terms and conditions hereof. Upon receipt of the written order of the Corporation delivered to the Warrant Agent, the Warrant Agent shall Authenticate and shall deliver Warrants in certificated or uncertificated form pursuant to Section 2.5 hereof to Registered Warrantholders and record the name(s) of the Registered Warrantholders on the Warrant register. Registration of interests in Warrants held by the Depository may be evidenced by a position appearing on the register for Warrants of the Warrant Agent for an amount representing the aggregate number of such Warrants outstanding from time to time.

ction 2.2 Terms of Warrants.

(1) Subject to the applicable conditions for exercise set out in Article 3 having been satisfied and subject to adjustment in accordance with Section 4.1, each whole Warrant shall entitle each Warrantholder thereof, upon exercise at any time after the applicable Issue Date and prior to the Expiry Time, to acquire one Warrant Share upon payment of the Exercise Price.

(2) No fractional Warrants shall be issued or otherwise provided for hereunder and Warrants may only be exercised in a sufficient number to acquire whole numbers of Warrant Shares. Any fractional Warrants shall be rounded down to the nearest whole number and no consideration shall be paid for any such fractional Warrant.

(3) Each Warrant shall entitle the holder thereof to such other rights and privileges as are set forth in this Indenture.

(4) The number of Warrant Shares which may be purchased pursuant to the Warrants and the Exercise Price therefor shall be adjusted upon the events and in the manner specified in Section 4.1.

(5) Neither the Corporation nor the Warrant Agent shall have any obligation to deliver Warrant Shares upon the exercise of any Warrant if the person to whom such shares are to be delivered is a resident of a country or political subdivision thereof in which the Warrant Shares may not lawfully be issued pursuant to applicable securities legislation. The Corporation or the Warrant Agent may require any person to provide proof of an applicable exemption from such securities legislation to the Corporation and Warrant Agent before Warrant Shares are delivered pursuant to the exercise of any Warrant.

ction 2.3 Warrantholder not a Shareholder.

Except as may be specifically provided herein, nothing in this Indenture or in the holding of a Warrant Certificate, entitlement to a Warrant or otherwise, shall, in itself, confer or be construed as conferring upon a Warrantholder any right or interest whatsoever as a Shareholder, including, but not limited to, the right to vote at, to receive notice of, or to attend, meetings of Shareholders or any other proceedings of the Corporation, or the right to Dividends and other allocations.

ction 2.4 Warrants to Rank Pari Passu.

All Warrants shall rank equally and without preference over each other, whatever may be the actual date of issue thereof.

ction 2.5 Form of Warrants, Warrant Certificates.

(1) The Warrants may be issued in both certificated and uncertificated form. Each Warrant originally issued to a U.S. Warrantholder, if any, will be evidenced in certificated form only and bear the applicable legends as set forth in Schedule "A" hereto. All Warrants issued in certificated form shall be evidenced by a Warrant Certificate (including all replacements issued in accordance with this Indenture), substantially in the form and bearing the applicable legends as set out in Section 2.8 and Schedule "A" hereto, which shall be dated as of the Issue Date, shall bear such distinguishing letters and numbers as the Corporation may, with the approval of the Warrant Agent, prescribe, and shall be issuable in any denomination excluding fractions. All Warrants issued to the Depository may be in either a certificated or uncertificated form, such uncertificated form being evidenced by a book position on the register of Warrantholders to be maintained by the Warrant Agent in accordance with Section 2.6.

(2) Each Warrantholder by purchasing such Warrant acknowledges and agrees that the terms and conditions set forth in the form of the Warrant Certificate set out in Schedule "A" hereto shall apply to all Warrants and Warrantholders regardless of whether such Warrants are issued in certificated or uncertificated form or whether such Warrantholders are Registered Warrantholders or owners of Warrant who beneficially hold security entitlements in respect of the Warrants through a Depository.

ction 2.6 Book Entry Warrants.

(1) Registration of beneficial interests in and transfers of Warrants held by the Depository shall be made only through the book entry registration system and no Warrant Certificates shall be issued in respect of such Warrants except where physical certificates evidencing ownership in such securities are required or as set out herein or as may be requested by the Depository, as determined by the Corporation, from time to time. Except as provided in this Section 2.6, owners of beneficial interests in any

CDS Global Warrants shall not be entitled to have Warrants registered in their names and shall not receive or be entitled to receive Warrants in definitive form or to have their names appear in the register referred to in Section 2.9 herein. Notwithstanding any terms set out herein, Warrants held in the name of the Depository having any legend set forth in Section 2.8 herein and may only be held in the form of Uncertificated Warrants with the prior consent of the Warrant Agent and in accordance with the Internal Procedures of the Warrant Agent.

(2) Notwithstanding any other provision in this Indenture, no CDS Global Warrants may be exchanged in whole or in part for Warrants registered, and no transfer of any CDS Global Warrants in whole or in part may be registered, in the name of any person other than the Depository for such CDS Global Warrants or a nominee thereof unless:

(a) the Depository notifies the Corporation that it is unwilling or unable to continue to act as depository in connection with the Book Entry Warrants and the Corporation is unable to locate a qualified successor;

(b) the Corporation determines that the Depository is no longer willing, able or qualified to properly discharge its responsibilities as holder of the CDS Global Warrants and the Corporation is unable to locate a qualified successor;

(c) the Depository ceases to be a clearing agency or otherwise ceases to be eligible to be a depository and the Corporation is unable to locate a qualified successor;

(d) the Corporation determines that the Warrants shall no longer be held as Book Entry Warrants through the Depository;

(e) such right is required by Applicable Legislation, as determined by the Corporation and the Corporation's Counsel;

(f) the Warrant is to be Authenticated to or for the account or benefit of a U.S. Warrantholder (in which case the Warrant Certificate shall contain the legends set forth in Section 2.8, if applicable), if any; or

(g) such registration is effected in accordance with the internal procedures of the Depository and the Warrant Agent,

following which, Warrant Certificates for those holders requesting the same shall be registered and issued to the beneficial owners of such Warrants or their nominees as directed by the holder. The Corporation shall provide a certificate executed by an officer of the Corporation giving notice to the Warrant Agent of the occurrence of any event outlined in this Section 2.6(2).

(3) Subject to the provisions of this Section 2.6, any exchange of CDS Global Warrants for Warrants which are not CDS Global Warrants may be made in whole or in part in accordance with the provisions of Section 2.11, mutatis mutandis. All such Warrants issued in exchange for a CDS Global Warrant or any portion thereof shall be registered in such names as the Depository for such CDS Global Warrants shall direct and shall be entitled to the same benefits and be subject to the same terms and conditions (except insofar as they relate specifically to CDS Global Warrants) as the CDS Global Warrants or portion thereof surrendered upon such exchange.

(4) Every Warrant that is Authenticated upon registration or transfer of a CDS Global Warrant, or in exchange for or in lieu of a CDS Global Warrant or any portion thereof, whether pursuant to this Section 2.6, or otherwise, shall be Authenticated in the form of, and shall be, a CDS Global Warrant, unless such Warrant is registered in the name of a person other than the Depository for such CDS Global Warrant or a nominee thereof.

(5) Notwithstanding anything to the contrary in this Indenture, subject to Applicable Legislation, the CDS Global Warrant will be issued as an Uncertificated Warrant, unless otherwise requested in writing by the Depository or the Corporation.

(6) The rights of beneficial owners of Warrants who hold securities entitlements in respect of the Warrants through the book entry registration system shall be limited to those established by Applicable Legislation and agreements between the Depository and the Book Entry Participants and between such Book Entry Participants and the beneficial owners of Warrants who hold securities entitlements in respect of the Warrants through the book entry registration system, and such rights must be exercised through a Book Entry Participant in accordance with the rules and procedures of the Depository.

(7) Notwithstanding anything herein to the contrary, neither the Corporation nor the Warrant Agent nor any agent thereof shall have any responsibility or liability for:

(a) the electronic records maintained by the Depository relating to any ownership interests or any other interests in the Warrants or the depository system maintained by the Depository, or payments made on account of any ownership interest or any other interest of any person in any Warrant represented by an electronic position in the book entry registration system (other than the Depository or its nominee);

(b) maintaining, supervising or reviewing any records of the Depository or any Book Entry Participant relating to any such interest; or

(c) any advice or representation made or given by the Depository or those contained herein that relate to the rules and regulations of the Depository or

any action to be taken by the Depository on its own direction or at the direction of any Book Entry Participant.

(8) The Corporation may terminate the application of this Section 2.6 in its sole discretion in which case all Warrants shall be evidenced by Warrant Certificates registered in the name of a Person other than the Depository.

ction 2.7 Warrant Certificate.

(1) For Warrants issued in certificated form (including all replacements issued in accordance with this Indenture), the form of certificate representing such Warrants shall be substantially as set out in Schedule "A" hereto or such other form as is authorized in writing from time to time by the Corporation and the Warrant Agent. Each Warrant Certificate shall be Authenticated on behalf of the Warrant Agent. Each Warrant Certificate shall be signed by any one duly authorized signatory of the Corporation whose signature shall appear on the Warrant Certificate and may be printed, lithographed or otherwise mechanically reproduced thereon and, in such event, certificates so signed are as valid and binding upon the Corporation as if it had been signed manually. Any Warrant Certificate which has one signature duly executed by the Corporation as hereinbefore provided shall be valid notwithstanding that the signatory whose signature is printed, lithographed or mechanically reproduced no longer holds office at the date of issuance of such Warrant Certificate. The Warrant Certificates may be engraved, printed or lithographed, or partly in one form and partly in another, as the Warrant Agent may determine.

(2) The Warrant Agent shall Authenticate Uncertificated Warrants (whether upon original issuance, exchange, registration of transfer, partial payment, or otherwise) by completing its Internal Procedures and the Corporation shall, and hereby acknowledges that it shall, thereupon be deemed to have duly and validly issued such Uncertificated Warrants under this Indenture. Such Authentication shall be conclusive evidence that such Uncertificated Warrant has been duly issued hereunder and that the holder or holders are entitled to the benefits of this Indenture. The register shall be final and conclusive evidence as to all matters relating to Uncertificated Warrants with respect to which this Indenture requires the Warrant Agent to maintain records or accounts. In case of differences between the register at any time and any other time the register at the later time shall be controlling, absent manifest error and such Uncertificated Warrants are binding on the Corporation.

(3) Any Warrant Certificate validly issued in accordance with the terms of this Indenture in effect at the time of issue of such Warrant Certificate shall, subject to the terms of this Indenture and Applicable Legislation, validly entitle the holder to acquire Warrant Shares, notwithstanding that the form of such Warrant Certificate may not be in the form currently required by this Indenture.

(4) A Registered Warrantholder that is not a U.S. Warrantholder may request their Warrants be held electronically through a book-based registration system, including CDSX.

(5) No Warrant shall be considered issued or shall be valid or obligatory or shall entitle the holder thereof to the benefits of this Indenture, until it has been Authenticated by the Warrant Agent. Authentication by the Warrant Agent, including by way of entry on the register, shall not be construed as a representation or warranty by the Warrant Agent as to the validity of this Indenture or of such Warrant Certificates or Uncertificated Warrants (except the due Authentication thereof) or as to the performance by the Corporation of its obligations under this Indenture and the Warrant Agent shall in no respect be liable or answerable for the use made of the Warrants or any of them or of the consideration thereof. Authentication by the Warrant Agent shall be conclusive evidence as against the Corporation that the Warrants so Authenticated have been duly issued hereunder and that the holder thereof is entitled to the benefits of this Indenture.

(6) No Warrant Certificate shall be considered issued and Authenticated or, if Authenticated, shall be obligatory or shall entitle the holder thereof to the benefits of this Indenture, until it has been Authenticated by signature by or on behalf of the Warrant Agent substantially in the form of the Warrant set out in Schedule "A" hereto. Such Authentication on any such Warrant Certificate shall be conclusive evidence that such Warrant Certificate is duly Authenticated and is valid and a binding obligation of the Corporation and that the holder is entitled to the benefits of this Indenture.

(7) No Uncertificated Warrant shall be considered issued or shall be obligatory or shall entitle the holder thereof to the benefits of this Indenture, until it has been Authenticated by entry on the register of the particulars of the Uncertificated Warrant. Such entry on the register of the particulars of an Uncertificated Warrant shall be conclusive evidence that such Uncertificated Warrant is a valid and binding obligation of the Corporation and that the holder is entitled to the benefits of this Indenture.

ction 2.8 Legends.

(1) The Warrants (and the Warrant Shares, if issued prior to the date that is four months and one day after closing of the Offering) shall have attached to them, whether through the electronic deposit system of CDS, an ownership statement issued under a direct registration system or other electronic book based system, or on certificates that may be issued, as applicable, any legends as may be prescribed by CDS in addition to the legend substantially in the following form and with the necessary information inserted:

> "UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS FOUR MONTHS PLUS

ONE DAY AFTER THE LATER OF (I) [THE CLOSING DATE], AND (II) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY."

(2) Neither the Warrants nor the Warrant Shares have been or will be registered under the U.S. Securities Act or under any United States state securities laws. If required under United States securities laws, Warrant Certificates issued for the benefit or account of a U.S. Warrantholder, including any Warrant required to be withdrawn and certificated pursuant to Section 3.2(4), and each Warrant Certificate issued in exchange therefor or in substitution thereof shall bear or be deemed to bear the following legends or such variations thereof as the Corporation may prescribe from time to time:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE AND THE COMMON SHARES ISSUABLE ON EXERCISE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER SAID ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE GOOD DELIVERY IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

If the Warrantholder is an "affiliate" of the issuer for purposes of Rule 144 under the U.S. Securities Act:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE HELD BY A PERSON WHO MAY BE DEEMED TO BE AN AFFILIATE OF THE ISSUER FOR PURPOSES OF RULE 144 PROMULGATED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). ANY AFFILIATE (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT) OF THE CORPORATION THAT ACQUIRES THE SECURITIES REPRESENTED BY THIS CERTIFICATE OR ANY SHARE OF COMMON STOCK ISSUED UPON EXERCISE OF

THE SECURITIES REPRESENTED BY THIS CERTIFICATE (OR ANY INTEREST IN ANY OF THE FOREGOING) MAY NOT RESELL SUCH SECURITY OR SHARE (OR INTEREST THEREIN), AS APPLICABLE, UNLESS IN A TRANSACTION THAT IS REGISTERED UNDER THE SECURITIES ACT OR PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IN A TRANSACTION IMMEDIATELY FOLLOWING WHICH SUCH RESOLD SECURITY OR SHARE (OR INTEREST THEREIN), AS APPLICABLE, IS NOT A "RESTRICTED SECURITY" (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT)."

The Warrant Agent shall be entitled to request any other documents that it may require in accordance with its internal policies for the removal of the legend set forth above.

(3) Each CDS Global Warrant, if issued on a certificated basis, originally issued in Canada and held by the Depository, and each CDS Global Warrant issued in exchange therefor or in substitution thereof shall bear or be deemed to bear the following legend or such variations thereof as the Corporation may prescribe from time to time:

"UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF CDS CLEARING AND DEPOSITORY SERVICES INC. ("CDS") TO TERRASCEND CORP. (THE "ISSUER") OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IN RESPECT THEREOF IS REGISTERED IN THE NAME OF CDS & CO, OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS (AND ANY PAYMENT IS MADE TO CDS & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED HOLDER HEREOF, CDS & CO., HAS A PROPERTY INTEREST IN THE SECURITIES REPRESENTED BY THIS CERTIFICATE HEREIN AND IT IS A VIOLATION OF ITS RIGHTS FOR ANOTHER PERSON TO HOLD, TRANSFER OR DEAL WITH THIS CERTIFICATE."

(4) Notwithstanding any other provisions of this Indenture, in processing and registering transfers of Warrants, no duty or responsibility whatsoever shall rest upon the Warrant Agent to determine the compliance by any transferor or transferee with the terms of the legend contained in Section 2.8(2), or with the relevant securities laws or regulations, including, without limitation, Regulation S, and the Warrant Agent shall be entitled to

assume that all transfers that are processed in accordance with this Indenture are legal and proper.

ction 2.9 Register of Warrants

(1) The Warrant Agent shall maintain records and accounts concerning the Warrants, whether certificated or uncertificated, which shall contain the information called for below with respect to each Warrant, together with such other information as may be required by law or as the Warrant Agent may elect to record. All such information shall be kept in one set of accounts and records which the Warrant Agent shall designate (in such manner as shall permit it to be so identified as such by an unaffiliated party) as the register of the holders of Warrants. The information to be entered for each account in the register of Warrants at any time shall include (without limitation):

(a) the name and address of the Registered Warrantholder, the date of Authentication thereof and the number of Warrants;

(b) whether such Warrant is a Warrant Certificate or an Uncertificated Warrant and, if a Warrant Certificate, the unique number or code assigned to and imprinted thereupon and, if an Uncertificated Warrant, the unique number or code assigned thereto if any;

(c) if any portion thereof has been exercised, the date and price of such exercise, and the remaining balance of such Warrants;

(d) whether such Warrant has been cancelled; and

(e) a register of transfers in which all transfers of Warrants and the date and other particulars of each transfer shall be entered.

The register shall be available for inspection by the Corporation and or any Warrantholder during the Warrant Agent's regular business hours on a Business Day and upon payment to the Warrant Agent of its reasonable fees. Any Warrantholder exercising such right of inspection shall first provide an affidavit in form satisfactory to the Corporation and the Warrant Agent stating the name and address of the Warrantholder and agreeing not to use the information therein except in connection with an effort to call a meeting of Warrantholders or to influence the voting of Warrantholders at any meeting of Warrantholders.

(2) Once an Uncertificated Warrant has been Authenticated, the information set forth in the register with respect thereto at the time of Authentication may be altered, modified, amended, supplemented or otherwise changed only to reflect exercise or proper instructions to the Warrant Agent from the holder as provided herein, except that the Warrant Agent may act unilaterally to make purely administrative changes internal to

the Warrant Agent and changes to correct errors. Each person who becomes a holder of an Uncertificated Warrant, by his, her or its acquisition thereof shall be deemed to have irrevocably (a) consented to the foregoing authority of the Warrant Agent to make such minor error corrections and (b) agreed to pay to the Warrant Agent, promptly upon written demand, the full amount of all loss and expense (including without limitation reasonable legal fees of the Corporation and the Warrant Agent plus interest, at an appropriate then prevailing rate of interest to the Warrant Agent), sustained by the Corporation or the Warrant Agent as a proximate result of such error if but only if and only to the extent that such present or former holder realized any benefit as a result of such error and could reasonably have prevented, forestalled or minimized such loss and expense by prompt reporting of the error or avoidance of accepting benefits thereof whether or not such error is or should have been timely detected and corrected by the Warrant Agent; provided, that no person who is a bona fide purchaser shall have any such obligation to the Corporation or to the Warrant Agent.

ction 2.10 Issue in Substitution for Warrant Certificates Lost, etc.

(1) If any Warrant Certificate becomes mutilated or is lost, destroyed or stolen, the Corporation, subject to Applicable Legislation, shall issue and thereupon the Warrant Agent shall certify, Authenticate and deliver, a new Warrant Certificate of like tenor, and bearing the same legends, if applicable, as the one mutilated, lost, destroyed or stolen in exchange for and in place of and upon cancellation of such mutilated Warrant Certificate, or in lieu of and in substitution for such lost, destroyed or stolen Warrant Certificate, and the substituted Warrant Certificate shall be in a form approved by the Warrant Agent and the Warrants evidenced thereby shall be entitled to the benefits hereof and shall rank equally in accordance with its terms with all other Warrants issued or to be issued hereunder.

(2) The applicant for the issue of a new Warrant Certificate pursuant to this Section 2.10 shall bear the cost of the issue thereof and in case of loss, destruction or theft shall, as a condition precedent to the issuance thereof, furnish to the Corporation and to the Warrant Agent such evidence of ownership and of the loss, destruction or theft of the Warrant Certificate so lost, destroyed or stolen as shall be satisfactory to the Corporation and to the Warrant Agent, in their sole discretion, acting reasonably, and such applicant shall also be required to furnish an indemnity and surety bond in amount and form satisfactory to the Corporation and the Warrant Agent, in their sole discretion, and shall pay the reasonable charges of the Corporation and the Warrant Agent in connection therewith.

ction 2.11 Exchange of Warrant Certificates.

(1) Any one or more Warrant Certificates representing any number of Warrants may, upon compliance with the reasonable requirements of the Warrant Agent (including

compliance with applicable securities legislation), be exchanged for one or more other Warrant Certificates representing the same aggregate number of Warrants, and bearing the same legends, if applicable, as represented by the Warrant Certificate or Warrant Certificates so exchanged.

(2) Warrant Certificates may be exchanged only at the Warrant Agency or at any other place that is designated by the Corporation with the approval of the Warrant Agent. Any Warrant Certificate from the holder (or such other instructions, in form satisfactory to the Warrant Agent), tendered for exchange shall be surrendered to the Warrant Agency and cancelled by the Warrant Agent.

(3) Warrant Certificates exchanged for Warrant Certificates that bear the legends set forth in Section 2.8 shall bear the same legends, as applicable.

ction 2.12 Transfer and Ownership of Warrants.

(1) The Warrants may only be transferred on the register kept by the Warrant Agent at the Warrant Agency by the holder or its legal representatives or its attorney duly appointed by an instrument in writing in form and execution satisfactory to the Warrant Agent only upon (a) in the case of a Warrant Certificate, surrendering to the Warrant Agent at the Warrant Agency the Warrant Certificates representing the Warrants to be transferred together with a duly executed transfer form as set forth in Schedule “A” attached hereto, (b) in the case of Book Entry Warrants, in accordance with procedures prescribed by the Depository under the book entry registration system, and (c) upon compliance with:

(i) the conditions herein;

(ii) such reasonable requirements as the Warrant Agent may prescribe; and

(iii) all applicable securities legislation and requirements of regulatory authorities;

and such transfer shall be duly noted in such register by the Warrant Agent. Upon compliance with such requirements, the Warrant Agent shall issue to the transferee of a Warrant Certificate, a new Warrant Certificate and to the transferee of an Uncertificated Warrant, an Uncertificated Warrant, or the Warrant Agent shall Authenticate and deliver a Warrant Certificate upon request that part of the CDS Global Warrant be certificated. Transfers within the systems of the Depository are not the responsibility of the Warrant Agent and will not be noted on the register maintained by the Warrant Agent and shall be recorded through the relevant Book Entry Participant in accordance with the book entry registration system as the entitlement holder in respect of such Warrants.

(2) If a Warrant Certificate tendered for transfer bears the legends set forth in Section 2.8(2), the Warrant Agent shall not register such transfer unless the transferor has provided the Warrant Agent with the Warrant Certificate and such securities may be transferred only (A) to the Corporation, (B) outside the United States in accordance with Rule 904 of Regulation S, if available, and in compliance with applicable local securities laws and regulations, (C) in accordance with the exemption from registration under the U.S. Securities Act provided by Rule 144, if available, and in compliance with applicable state securities laws, or (D) with the prior written consent of the Corporation pursuant to another exemption from registration under the U.S. Securities Act and applicable state securities laws after first providing to the Corporation and the Warrant Agent, in the case of a transfer pursuant to clause (B), an opinion of U.S. counsel of recognized standing in form and substance satisfactory to the Corporation and the Warrant Agent that the offer, sale, pledge or other transfer does not require registration under the U.S. Securities Act or applicable state securities laws and that such legends may be removed. Warrants and, if applicable, Warrant Shares, issued to, or for the account or benefit of, a U.S. Person or person in the United States (and any certificates issued in replacement thereof or in substitution therefor) must be issued only in individually certificated form.

(3) Subject to the provisions of this Indenture and Applicable Legislation, the Warrantholder shall be entitled to the rights and privileges attaching to the Warrants, and the issue of Warrant Shares by the Corporation upon the exercise of Warrants in accordance with the terms and conditions herein contained shall discharge all responsibilities of the Corporation and the Warrant Agent with respect to such Warrants and neither the Corporation nor the Warrant Agent shall be bound to inquire into the title of any such holder.

(4) The Corporation will be entitled, and may direct the Warrant Agent, to refuse to recognize any transfer, or enter the name of any transferee, of any Warrant on the register kept by the Warrant Agent, if such transfer would constitute a violation of applicable securities laws or the rules, regulations or policies of any regulatory authority having jurisdiction.

(5) Any Warrants issued to a transferee upon transfers contemplated by this Section 2.12 shall bear the appropriate legends, as required by applicable securities laws, as set forth in Section 2.8.

ction 2.13 Cancellation of Surrendered Warrants.

All Warrant Certificates surrendered pursuant to Article 3 shall be cancelled by the Warrant Agent and upon such circumstances all such Uncertificated Warrants shall be deemed cancelled and so noted on the register by the Warrant Agent. Upon written request by the Corporation, the Warrant Agent shall furnish to the Corporation a cancellation certificate

identifying the Warrant Certificates so cancelled, the number of Warrants evidenced thereby, the number of Warrant Shares, if any, issued pursuant to such Warrants and the details of any Warrant Certificates issued in substitution or exchange for such Warrant Certificates cancelled.

ARTICLE 3
EXERCISE OF WARRANTS

ction 3.1 Right of Exercise.

Subject to the provisions hereof, each Registered Warrantholder may exercise the right conferred on such holder to subscribe for and purchase one (1) Warrant Share for each Warrant after the Issue Date and prior to the Expiry Time and in accordance with the conditions herein.

ction 3.2 Warrant Exercise.

(1) Other than Warrants held by the Depository, Registered Warrantholders of Warrant Certificates who wish to exercise the Warrants held by them in order to acquire Warrant Shares must complete the exercise form (the "**Exercise Notice**") attached to the Warrant Certificate(s) which form is attached hereto as Schedule "B", which may be amended by the Corporation with the consent of the Warrant Agent, if such amendment does not, in the reasonable opinion of the Corporation and the Warrant Agent, which may be based on the advice of Counsel, materially and adversely affect the rights, entitlements and interests of the Warrantholders, and deliver such certificate(s), the executed Exercise Notice and a certified cheque, bank draft or money order payable to or to the order of the Corporation for the aggregate Exercise Price to the Warrant Agent at the Warrant Agency prior to the Expiry Time. The Warrants represented by a Warrant Certificate shall be deemed to be surrendered upon personal delivery of such certificate, Exercise Notice and aggregate Exercise Price or, if such documents are sent by mail or other means of transmission, upon actual receipt thereof by the Warrant Agent at the office referred to above.

(2) In addition to completing the Exercise Notice attached to the Warrant Certificate(s), a U.S. Warrantholder, or person requesting delivery of the Warrant Shares issuable upon the exercise of the Warrants in the United States must provide any other information, certifications or other material required by the Exercise Notice to be delivered in connection with the exercise of Warrants

(3) Other than Warrants held by the Depository, a Registered Warrantholder of Uncertificated Warrants evidenced by a security entitlement in respect of Warrants must complete the Exercise Notice and deliver the executed Exercise Notice and a certified cheque, bank draft or money order payable to or to the order of the Corporation for the aggregate Exercise Price to the Warrant Agent at the Warrant Agency prior to the Expiry Time. The Uncertificated Warrants shall be deemed to be surrendered upon

receipt of the Exercise Notice and aggregate Exercise Price or, if such documents are sent by mail or other means of transmission, upon actual receipt thereof by the Warrant Agent at the office referred to above.

(4) A beneficial owner of Uncertificated Warrants evidenced by a security entitlement in respect of Warrants in the book entry registration system who desires to exercise his or her Warrants must do so by causing a Book Entry Participant to deliver to the Depository on behalf of the beneficial owner, notice of the beneficial owner's intention to exercise Warrants in a manner acceptable to the Depository. Forthwith upon receipt by the Depository of such notice, as well as payment for the aggregate Exercise Price, the Depository shall deliver to the Warrant Agent confirmation of its intention to exercise Warrants (a "**Confirmation**") in a manner acceptable to the Warrant Agent, including by electronic means through a book based registration system, including CDSX. An electronic exercise of the Warrants initiated by the Book Entry Participant through a book based registration system, including CDSX, shall constitute a representation to both the Corporation and the Warrant Agent that the beneficial owner at the time of exercise of such Warrants (a) is not in the United States; (b) is not a U.S. Person and is not exercising such Warrants on behalf of a U.S. Person or a person in the United States; and (c) did not execute or deliver the notice of the beneficial owner's intention to exercise such Warrants in the United States. If the Book Entry Participant is not able to make or deliver the foregoing representations by initiating the electronic exercise of the Warrants, then such Warrants shall be withdrawn from the book based registration system, including CDSX, by the Book Entry Participant and an individually registered Warrant Certificate shall be issued by the Warrant Agent to such beneficial owner or Book Entry Participant and the exercise procedures set forth in Section 3.2(1) shall be followed.

(5) Payment representing the aggregate Exercise Price must be provided to the appropriate office of the Book Entry Participant in a manner acceptable to it. A notice in form acceptable to the Book Entry Participant and payment from such beneficial holder should be provided to the Book Entry Participant sufficiently in advance so as to permit the Book Entry Participant to deliver notice and payment to the Depository and for the Depository in turn to deliver notice and payment to the Warrant Agent prior to the Expiry Time. The Depository will initiate the exercise by way of the Confirmation and forward the aggregate Exercise Price electronically to the Warrant Agent and the Warrant Agent will execute the exercise by issuing to the Depository through the book entry registration system the Warrant Shares to which the exercising Warrantholder is entitled pursuant to the exercise. Any expense associated with the exercise process will be for the account of the entitlement holder exercising the Warrants and/or the Book Entry Participant exercising the Warrants on its behalf.

(6) By causing a Book Entry Participant to deliver notice to the Depository, a Warrantholder shall be deemed to have irrevocably surrendered his or her Warrants so

exercised and appointed such Book Entry Participant to act as his or her exclusive settlement agent with respect to the exercise and the receipt of Warrant Shares in connection with the obligations arising from such exercise.

(7) Any notice which the Depository determines to be incomplete, not in proper form or not duly executed shall for all purposes be void and of no force and effect and the exercise to which it relates shall be considered for all purposes not to have been exercised thereby. A failure by a Book Entry Participant to exercise or to give effect to the settlement thereof in accordance with the Warrantholder's instructions will not give rise to any obligations or liability on the part of the Corporation or the Warrant Agent to the Book Entry Participant or the Warrantholder.

(8) The Exercise Notice referred to in this Section 3.2 shall be signed by the Registered Warrantholder, or its executors or administrators or other legal representatives or an attorney of the Registered Warrantholder, duly appointed by an instrument in writing satisfactory to the Warrant Agent but such Exercise Notice need not be executed by the Depository.

(9) Any exercise referred to in this Section 3.2 shall require that the entire Exercise Price for Warrant Shares so subscribed for must be paid at the time of subscription and such Exercise Price and original Exercise Notice executed by the Registered Warrantholder or the Confirmation from the Depository must be received by the Warrant Agent prior to the Expiry Time.

(10) Notwithstanding the foregoing in this Section 3.2, Warrants may only be exercised pursuant to this Section 3.2 by or on behalf of a Registered Warrantholder (excluding the Depository), as applicable, who makes the certifications set forth on the Exercise Notice set out in Schedule "B" or as provided herein.

(11) If the form of Exercise Notice set forth in the Warrant Certificate shall have been amended, the Corporation shall cause the amended Exercise Notice to be forwarded to all Registered Warrantholders.

(12) Exercise Notices and Confirmations must be delivered to the Warrant Agent at any time during the Warrant Agent's actual business hours on any Business Day prior to the Expiry Time. Any Exercise Notice or Confirmations received by the Warrant Agent after business hours on any Business Day other than the Expiry Date will be deemed to have been received by the Warrant Agent on the next following Business Day.

(13) Any Warrant with respect to which a Confirmation or Exercise Notice is not received by the Warrant Agent before the Expiry Time shall be deemed to have expired and become void and all rights with respect to such Warrants shall terminate and be cancelled.

ction 3.3 Prohibition on Exercise by U.S. Persons; Legended Certificates

(1) The Warrants have not been and will not be registered under the U.S. Securities Act or any United States state securities laws and may not be exercised in the United States or by or on behalf of, or for the account or benefit of, a U.S. Persons or a person in the United States unless an exemption from such registration requirements is available.

(2) Notwithstanding Section 3.3(1), Warrants which bear the legends set forth in Section 2.8(2) may be exercised in the United States or by or on behalf of, or for the account or benefit of, a U.S. Person or a person in the United States, provided that the Warrants are exercised in accordance with Box B, C or D of the Exercise Notice and the Corporation has approved the issuance of the Warrant Shares.

(3) Certificates representing Warrant Shares issued upon the exercise of Warrants, pursuant to Box B, C or D of the Exercise Form attached as Schedule "B", and which are issued and delivered pursuant to Section 3.3(2) shall bear the following legends:

> "THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER SAID ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE GOOD DELIVERY IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

If the Warrantholder is an "affiliate" of the issuer for purposes of Rule 144 under the U.S. Securities Act:

> "THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE HELD BY A PERSON WHO MAY BE DEEMED TO BE AN AFFILIATE OF THE ISSUER FOR PURPOSES OF RULE 144 PROMULGATED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). ANY AFFILIATE (AS DEFINED IN RULE 144 UNDER THE

SECURITIES ACT) OF THE CORPORATION THAT ACQUIRES THE SECURITIES REPRESENTED BY THIS CERTIFICATE (OR ANY INTEREST IN ANY OF THE FOREGOING) MAY NOT RESELL SUCH SECURITY OR SHARE (OR INTEREST THEREIN), AS APPLICABLE, UNLESS IN A TRANSACTION THAT IS REGISTERED UNDER THE SECURITIES ACT OR PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IN A TRANSACTION IMMEDIATELY FOLLOWING WHICH SUCH RESOLD SECURITY OR SHARE (OR INTEREST THEREIN), AS APPLICABLE, IS NOT A "RESTRICTED SECURITY" (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT)."

ction 3.4 Transfer Fees and Taxes.

If any of the Warrant Shares subscribed for are to be issued to a person or persons other than the Registered Warrantholder, the Registered Warrantholder shall execute the form of transfer and will comply with such reasonable requirements as the Warrant Agent may stipulate and will pay to the Corporation or the Warrant Agent on behalf of the Corporation, all applicable transfer or similar taxes and the Corporation will not be required to issue or deliver certificates evidencing Warrant Shares unless or until such Warrantholder shall have paid to the Corporation or the Warrant Agent on behalf of the Corporation, the amount of such tax or shall have established to the satisfaction of the Corporation and the Warrant Agent that such tax has been paid or that no tax is due.

ction 3.5 Warrant Agency.

To facilitate the exchange, transfer or exercise of Warrants and compliance with such other terms and conditions hereof as may be required, the Corporation has appointed the Warrant Agent at the Warrant Agency, as the agency at which Warrants may be surrendered for exchange or transfer or at which Warrants may be exercised and the Warrant Agent has accepted such appointment. The Corporation may from time to time designate alternate or additional places as the Warrant Agency (subject to the Warrant Agent's prior approval) and will give notice to the Warrant Agent of any proposed change of the Warrant Agency. Branch registers shall also be kept at such other place or places, if any, as the Corporation, with the approval of the Warrant Agent, may designate. The Warrant Agent will from time to time when requested to do so by the Corporation or any Registered Warrantholder, upon payment of the Warrant Agent's reasonable charges, furnish a list of the names and addresses of Registered Warrantholders showing the number of Warrants held by each such Registered Warrantholder.

ction 3.6 Effect of Exercise of Warrants.

(1) Upon the exercise of Warrants pursuant to and in compliance with Section 3.2 and subject to Section 3.3 and Section 3.4, the Warrant Shares to be issued pursuant to the Warrants exercised shall be issued or deemed to have been issued and the person or persons to whom such Warrant Shares are to be issued shall become or be deemed to have become the holder or holders of record of such Warrant Shares on the Exercise Date, provided the documents received are in good order, unless the register shall be closed on such date, in which case the Warrant Shares subscribed for shall be issued or deemed to have been issued and such person or persons become or be deemed to have become the holder or holders of record of such Warrant Shares, on the date on which such register is reopened. It is hereby understood that in order for persons to whom Warrant Shares are to be issued, to become holders of Warrant Shares of record on the Exercise Date, beneficial holders must commence the exercise process sufficiently in advance so that the Warrant Agent is in receipt of all items of exercise at least one Business Day prior to such Exercise Date.

(2) Within five Business Days after the Exercise Date with respect to a Warrant, the Warrant Agent shall use commercially reasonable efforts to cause to be delivered or mailed to the person or persons in whose name or names the Warrant is registered or as directed by the Exercise Form, if so specified in writing by the holder, cause to be delivered to such person or persons at the Warrant Agency where the Warrant Certificate was surrendered, a certificate or certificates for the appropriate number of Warrant Shares subscribed for, or any other appropriate evidence of the issuance of Warrant Shares to such person or persons in respect of Warrant Shares issued under the book entry registration system.

ction 3.7 Partial Exercise of Warrants; Fractions.

(1) The holder of any Warrants may exercise his or her right to acquire a number of whole Warrant Shares less than the aggregate number which the holder is entitled to acquire. In the event of any exercise of a number of Warrants less than the number which the holder is entitled to exercise, the holder of Warrants upon such exercise shall, in addition, be entitled to receive, without charge therefor, a new Warrant Certificate(s), bearing the same legend, if applicable, or other appropriate evidence of Warrants, in respect of the balance of the Warrants held by such holder and which were not then exercised.

(2) Notwithstanding anything herein contained including any adjustment provided for in Section 4.1, the Corporation shall not be required, upon the exercise of any Warrants, to issue fractions of Warrant Shares. Warrants may only be exercised in a sufficient number to acquire whole numbers of Warrant Shares. Any fractional Warrant Shares shall be rounded down to the nearest whole number and the holder of such Warrants

shall not be entitled to any compensation in respect of any fractional Warrant Shares which is not issued.

ction 3.8 Expiration of Warrants.

Immediately after the Expiry Time, all rights under any Warrant in respect of which the right of acquisition provided for herein shall not have been exercised shall cease and terminate and each Warrant shall be void and of no further force or effect.

ction 3.9 Accounting and Recording.

(1) The Warrant Agent shall promptly account to the Corporation with respect to Warrants exercised, and shall promptly forward to the Corporation (or into an account or accounts of the Corporation with the bank or trust company designated by the Corporation for that purpose), all monies received by the Warrant Agent on the subscription of Warrant Shares through the exercise of Warrants. All such monies and any securities or other instruments, from time to time received by the Warrant Agent, shall be received in trust for, and shall be segregated and kept apart by the Warrant Agent, the Warrantholders and the Corporation as their interests may appear

(2) The Warrant Agent shall record the particulars of Warrants exercised, which particulars shall include the names and addresses of the persons who become holders of Warrant Shares on exercise and the Exercise Date, in respect thereof. The Warrant Agent shall provide such particulars in writing to the Corporation within five Business Days of any request by the Corporation therefor.

ction 3.10 Securities Restrictions.

Notwithstanding anything herein contained, Warrant Shares will be issued upon exercise of a Warrant only in compliance with the securities laws of any applicable jurisdiction.

ARTICLE 4
ADJUSTMENT OF NUMBER OF WARRANT SHARES
AND EXERCISE PRICE

ction 4.1 Adjustment of Number of Warrant Shares and Exercise Price.

The subscription rights in effect under the Warrants for Warrant Shares issuable upon the exercise of the Warrants shall be subject to adjustment from time to time as follows:

(a) if, at any time during the Adjustment Period, the Corporation shall:

(i) subdivide, re-divide or change its outstanding Common Shares into a greater number of Common Shares;

(ii) reduce, combine or consolidate its outstanding Common Shares into a lesser number of Common Shares; or

(iii) issue Common Shares or securities exchangeable for, exercisable for, or convertible into, Common Shares to all or substantially all of the holders of Common Shares by way of stock dividend or other distribution (other than a distribution of Common Shares upon the exercise of Warrants, any other outstanding warrants of the Corporation, outstanding options or other incentive securities of the Corporation);

(any of such events in Section 4.1(a)(i), (ii) or (iii) being called a "**Common Share Reorganization**") then the Exercise Price in effect on the effective date or record date of such subdivision, re-division, change, reduction, combination, consolidation or distribution, as the case may be, shall in the case of the events referred to in (i) or (iii) above be decreased in proportion to the number of outstanding Common Shares resulting from such subdivision, re-division, change or distribution, or shall, in the case of the events referred to in (ii) above, be increased in proportion to the number of outstanding Common Shares resulting from such reduction, combination or consolidation by multiplying the Exercise Price in effect immediately prior to such effective date or record date by a fraction, the numerator of which shall be the number of Common Shares outstanding on such effective date or record date before giving effect to such Common Share Reorganization and the denominator of which shall be the number of Common Shares outstanding as of the effective date or record date after giving effect to such Common Share Reorganization (including, in the case where securities exchangeable for or convertible into Common Shares are distributed, the number of Common Share that would have been outstanding had such securities been exchanged for, exercised for, or converted into Common Shares on such record date or effective date). Such adjustment shall be made successively whenever any event referred to in this Section 4.1(a) shall occur. Upon any adjustment of the Exercise Price pursuant to Section 4.1(a), the Exchange Rate shall be contemporaneously adjusted by multiplying the number of Common Shares theretofore obtainable on the exercise thereof by a fraction of which the numerator shall be the Exercise Price in effect immediately prior to such adjustment and the denominator shall be the Exercise Price resulting from such adjustment;

(b) if and whenever at any time during the Adjustment Period, the Corporation shall fix a record date for the issuance of rights, options or warrants to all or substantially all the holders of its outstanding Common Shares entitling them, for a period expiring not more than 45 days after such record date, to subscribe for or purchase Common Shares (or securities convertible, exercisable or exchangeable into Common Shares) at a price per Common Share (or having a conversion, exercise or exchange price per Common Share) less than 95% of the Current Market Price on such record date (a "**Rights Offering**"), the

Exercise Price shall be adjusted immediately after such record date so that it shall equal the amount determined by multiplying the Exercise Price in effect on such record date by a fraction, of which the numerator shall be the total number of Common Shares outstanding on such record date plus a number of Common Shares equal to the number arrived at by dividing the aggregate price of the total number of additional Common Shares offered for subscription or purchase (or the aggregate conversion, exercise or exchange price of the convertible, exercisable, or exchangeable securities so offered) by the Current Market Price, and of which the denominator shall be the total number of Common Shares outstanding on such record date plus the total number of additional Common Shares offered for subscription or purchase or into which the convertible, exercisable or exchangeable securities so offered are convertible, exercisable or exchangeable; any Common Shares owned by or held for the account of the Corporation shall be deemed not to be outstanding for the purpose of any such computation; such adjustment shall be made successively whenever such a record date is fixed; to the extent that no such rights or warrants are exercised prior to the expiration thereof, the Exercise Price shall be readjusted to the Exercise Price which would then be in effect if such record date had not been fixed or, if any such rights or warrants are exercised, to the Exercise Price which would then be in effect based upon the number of Common Shares (or securities convertible, exercisable, or exchangeable into Common Shares) actually issued upon the exercise of such rights or warrants, as the case may be. Upon any adjustment of the Exercise Price pursuant to this Section 4.1(b), the Exchange Rate will be adjusted immediately after such record date so that it will equal the rate determined by multiplying the Exchange Rate in effect on such record date by a fraction, of which the numerator shall be the Exercise Price in effect immediately prior to such adjustment and the denominator shall be the Exercise Price resulting from such adjustment. Such adjustment will be made successively whenever such a record date is fixed, provided that if two or more such record dates or record dates referred to in this Section 4.1(b) are fixed within a period of 25 Trading Days, such adjustment will be made successively as if each of such record dates occurred on the earliest of such record dates;

(c) if and whenever at any time during the Adjustment Period the Corporation shall fix a record date for the making of a distribution to all or substantially all the holders of its outstanding Common Shares of (i) securities of any class, whether of the Corporation or any other entity (other than Common Shares), (ii) rights, options or warrants to subscribe for or purchase Common Shares, or other securities convertible into, exercisable or exchangeable for Common Shares, other than pursuant to a Rights Offering; (iii) evidences of its indebtedness or (iv) any property or other assets then, in each such case, the Exercise Price shall be adjusted immediately after such record date so that it shall equal the price

determined by multiplying the Exercise Price in effect on such record date by a fraction, of which the numerator shall be the total number of Common Shares outstanding on such record date multiplied by the Current Market Price on such record date, less the excess, if any, of the fair market value on such record date, as determined, in good faith, by the directors of the Corporation (whose determination shall be conclusive), of such securities or other assets so issued or distributed over the fair market value of any consideration received therefor by the Corporation from the holders of the Common Shares, and of which the denominator shall be the total number of Common Shares outstanding on such record date multiplied by the Current Market Price; and Common Shares owned by or held for the account of the Corporation shall be deemed not to be outstanding for the purpose of any such computation; such adjustment shall be made successively whenever such a record date is fixed; to the extent that such distribution is not so made, the Exercise Price shall be readjusted to the Exercise Price which would then be in effect if such record date had not been fixed. Upon any adjustment of the Exercise Price pursuant to this Section 4.1(c), the Exchange Rate will be adjusted immediately after such record date so that it will equal the rate determined by multiplying the Exchange Rate in effect on such record date by a fraction, of which the numerator shall be the Exercise Price in effect immediately prior to such adjustment and the denominator shall be the Exercise Price resulting from such adjustment;

(d) if and whenever at any time during the Adjustment Period, there is: (i) a reclassification of the Common Shares; (ii) a capital reorganization of the Corporation other than as described in Section 4.1(a); (iii) a consolidation, amalgamation, arrangement, merger or other business combination of the Corporation with or into any other body corporate, trust, partnership or other entity (other than an amalgamation, arrangement, merger, or other business combination which does not result in any reclassification of the Corporation's outstanding Common Shares or a change or exchange of the Common Shares into other shares); (iv) or a sale, lease, exchange, transfer or conveyance of the undertakings, property or assets of the Corporation as an entirety or substantially as an entirety to any other body corporate, trust, partnership or other entity (any of such events being referred to herein as a "**Capital Reorganization**"), any Registered Warrantholder who has not exercised its right to subscribe for Warrant Shares pursuant to the Warrants prior to the effective date of the Capital Reorganization, upon the exercise of such right thereafter, shall be entitled to receive upon payment of the Exercise Price and shall accept, in lieu of the number of Warrant Shares that prior to such effective date the Registered Warrantholder would have been entitled to receive, the number of shares or other securities or property of the Corporation or of the body corporate, trust, partnership or other entity resulting from such Capital Reorganization, that such Registered Warrantholder would have been entitled

to receive on such Capital Reorganization, if, on the effective date thereof, as the case may be, the Registered Warrantholder had been the registered holder of the number of Warrant Shares to which prior to such effective date it was entitled to acquire upon the exercise of the Warrants. If determined appropriate by the Warrant Agent, relying on advice of Counsel, to give effect to or to evidence the provisions of this Section 4.1(d), the Corporation, its successor, or such purchasing body corporate, partnership, trust or other entity, as the case may be, shall, prior to or contemporaneously with any such Capital Reorganization, enter into an indenture which shall provide, to the extent possible, for the application of the provisions set forth in this Indenture with respect to the rights and interests thereafter of the Registered Warrantholders to the end that the provisions set forth in this Indenture shall thereafter correspondingly be made applicable, as nearly as may reasonably be possible, with respect to any shares, other securities or property to which a Registered Warrantholder is entitled on the exercise of its acquisition rights thereafter. Any indenture entered into between the Corporation and the Warrant Agent pursuant to the provisions of this Section 4.1(d) shall be a supplemental indenture entered into pursuant to the provisions of Article 8 hereof. Any indenture entered into between the Corporation, any successor to the Corporation or such purchasing body corporate, partnership, trust or other entity and the Warrant Agent shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided in this Section 4.1 and which shall apply to successive Capital Reorganizations;

(e) in any case in which this Section 4.1 shall require that an adjustment shall become effective immediately after a record date for an event referred to herein, the Corporation may defer, until the occurrence of such event, issuing to the Registered Warrantholder of any Warrant exercised after the record date and prior to completion of such event the additional Warrant Shares issuable upon such exercise by reason of the adjustment required by such event before giving effect to such adjustment; provided, however, that the Corporation shall deliver to such Registered Warrantholder an appropriate instrument evidencing such Registered Warrantholder's right to receive such additional Common Shares upon the occurrence of the event requiring such adjustment and the right to receive any distributions made on such additional Common Shares declared in favour of holders of record of Common Shares on and after the relevant date of exercise or such later date as such Registered Warrantholder would, but for the provisions of this Section 4.1(e), have become the holder of record of such additional Common Shares pursuant to Section 4.1;

(f) in any case in which Section 4.1(a)(iii), Section 4.1(b) or Section 4.1(c) require that an adjustment be made to the Exercise Price, no such adjustment shall be made if the Registered Warrantholders of the outstanding Warrants receive,

subject to any required stock exchange or regulatory approval, the Common Shares or exchangeable, exercisable, or convertible rights referred to in Section 4.1(a)(iii), or the rights, options, or warrants referred to in Section 4.1(b) or the securities, rights, options, warrants, evidences of indebtedness or assets referred to in Section 4.1(c), as the case may be, in such kind and number as they would have received if they had been holders of Common Shares on the applicable record date or effective date, as the case may be, by virtue of their outstanding Warrant having then been exercised into Common Shares at the Exercise Price in effect on the applicable record date or effective date, as the case may be;

(g) the adjustments provided for in this Section 4.1 are cumulative, and shall, in the case of adjustments to the Exercise Price be computed to the nearest whole cent and shall apply to successive subdivisions, re-divisions, reductions, changes, combinations, consolidations, distributions, issues or other events resulting in any adjustment under the provisions of this Section 4.1, provided that, notwithstanding any other provision of this Section, no adjustment of the Exercise Price shall be required unless such adjustment would require an increase or decrease of at least 1% in the Exercise Price then in effect or a change in the number of Warrant Shares purchasable upon exercise by at least one one-hundredth (1/100th) of a Common Share, as the case may be; provided, however, that any adjustments which by reason of this Section 4.1(g) are not required to be made shall be carried forward and taken into account in any subsequent adjustment; and

(h) after any adjustment pursuant to this Section 4.1, the term "**Common Shares**" where used in this Indenture shall be interpreted to mean securities of any class or classes which, as a result of such adjustment and all prior adjustments pursuant to this Section 4.1, the Registered Warrantholder is entitled to receive upon the exercise of his or her Warrant, and the number of Warrant Shares indicated by any exercise made pursuant to a Warrant shall be interpreted to mean the number of Warrant Shares or other property or securities a Registered Warrantholder is entitled to receive, as a result of such adjustment and all prior adjustments pursuant to this Section 4.1, upon the full exercise of a Warrant.

ction 4.2 Entitlement to Warrant Shares on Exercise of Warrant.

All Common Shares or shares of any class or other securities, which a Registered Warrantholder is at the time in question entitled to receive on the exercise of its Warrant, whether or not as a result of adjustments made pursuant to this Article 4, shall, for the purposes of the interpretation of this Indenture, be deemed to be Warrant Shares which such Registered Warrantholder is entitled to acquire pursuant to such Warrant.

ction 4.3 No Adjustment for Certain Transactions.

Notwithstanding anything in this Article 4, no adjustment shall be made in the acquisition rights attached to the Warrants if the issue of Common Shares is being made pursuant to this Indenture or in connection with (a) any share incentive plan or restricted share plan or share purchase plan in force from time to time for directors, officers, employees, consultants or other service providers of the Corporation; or (b) the satisfaction of existing terms of existing instruments issued at the date hereof.

ction 4.4 Determination by Independent Firm.

In the event of any question or dispute arising with respect to the adjustments provided for in this Article 4 such question shall be conclusively determined by an independent firm of chartered professional accountants other than the Auditors, who shall have access to all necessary records of the Corporation, and such determination, absent manifest error, shall be binding upon the Corporation, the Warrant Agent, all holders and all other persons interested therein.

ction 4.5 Proceedings Prior to any Action Requiring Adjustment.

As a condition precedent to the taking of any action which would require an adjustment in any of the acquisition rights pursuant to any of the Warrants, including the number of Warrant Shares which are to be received upon the exercise thereof, the Corporation shall take any action which may, in the opinion of Counsel, be necessary in order that the Corporation has unissued and reserved in its authorized capital and may validly and legally issue as fully paid and non-assessable all the Warrant Shares which the holders of such Warrants are entitled to receive on the full exercise thereof in accordance with the provisions hereof.

ction 4.6 Certificate of Adjustment.

The Corporation shall from time to time immediately after the occurrence of any event which requires an adjustment or readjustment as provided in Section 4.1, deliver a certificate of the Corporation to the Warrant Agent specifying the nature of the event requiring the same and the amount of the adjustment or readjustment necessitated thereby and setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based, which certificate may be supported by a certificate of the Corporation's Auditors verifying such calculation if requested by the Warrant Agent at their discretion. The Warrant Agent shall rely, and shall be protected in so doing, upon the certificate of the Corporation or of the Corporation's Auditor and any other document filed by the Corporation pursuant to this Article 4 for all purposes.

ction 4.7 Notice of Special Matters.

The Corporation covenants with the Warrant Agent that, so long as any Warrant remains outstanding, it will give notice to the Warrant Agent and to the Registered Warrantholders of its intention to fix a record date that is prior to the Expiry Date for any matter for which an adjustment may be required pursuant to Section 4.1 Such notice shall specify the particulars of such event and the record date for such event, provided that the Corporation shall only be required to specify in the notice such particulars of the event as shall have been fixed and determined on the date on which the notice is given. The notice shall be given in each case not less than 14 days prior to such applicable record date. If notice has been given and the adjustment is not then determinable, the Corporation shall promptly, after the adjustment is determinable, file with the Warrant Agent a computation of the adjustment and give notice to the Registered Warrantholders of such adjustment computation.

ction 4.8 No Action after Notice.

The Corporation covenants with the Warrant Agent that it will not close its transfer books or take any other corporate action which might deprive the Registered Warrantholder of the opportunity to exercise its right of acquisition pursuant thereto during the period of 14 days after the giving of the certificate or notices set forth in Section 4.6 and Section 4.7.

ction 4.9 Other Action.

If the Corporation, after the date hereof, shall take any action affecting the Common Shares other than action described in Section 4.1, which in the reasonable opinion of the directors of the Corporation would materially affect the rights of Registered Warrantholders, the Exercise Price and/or Exchange Rate, the number of Warrant Shares which may be acquired upon exercise of the Warrants shall be adjusted in such manner and at such time, by action of the directors, acting reasonably and in good faith, in their sole discretion as they may determine to be equitable to the Registered Warrantholders in the circumstances, provided that no such adjustment will be made unless any requisite prior approval of any stock exchange on which the Common Shares are listed for trading has been obtained.

ction 4.10 Protection of Warrant Agent.

The Warrant Agent shall not:

(a) at any time be under any duty or responsibility to any Registered Warrantholder to determine whether any facts exist which may require any adjustment contemplated by Section 4.1, or with respect to the nature or extent of any such adjustment when made, or with respect to the method employed in making the same;

(b) be accountable with respect to the validity or value (or the kind or amount) of any Warrant Shares or of any other securities or property which may at any time be issued or delivered upon the exercise of the rights attaching to any Warrant;

(c) be responsible for any failure of the Corporation to issue, transfer or deliver Warrant Shares or certificates for the same upon the surrender of any Warrants for the purpose of the exercise of such rights or to comply with any of the covenants contained in this Article; and

(d) incur any liability or be in any way responsible for the consequences of any breach on the part of the Corporation of any of the representations, warranties or covenants herein contained or of any acts of the directors, officers, employees, agents or servants of the Corporation.

ction 4.11 Participation by Warrantholder.

No adjustments shall be made pursuant to this Article 4 if the Registered Warrantholders are entitled to participate in any event described in this Article 4 on the same terms, *mutatis mutandis*, as if the Registered Warrantholders had exercised their Warrants prior to, or on the effective date or record date of, such event and any such participation will be subject to the prior approval of the CSE, as required.

ARTICLE 5
RIGHTS OF THE CORPORATION AND COVENANTS

ction 5.1 Optional Purchases by the Corporation.

Subject to compliance with applicable securities legislation and approval of applicable regulatory authorities, if any, the Corporation may from time to time purchase by private contract or otherwise any of the Warrants. Any such purchase shall be made at the lowest price or prices at which, in the opinion of the directors of the Corporation, such Warrants are then obtainable, plus reasonable costs of purchase, and may be made in such manner, from such persons and on such other terms as the Corporation, in its sole discretion, may determine. In the case of Warrant Certificates, Warrant Certificates representing the Warrants purchased pursuant to this Section 5.1 shall forthwith be delivered to and cancelled by the Warrant Agent and reflected accordingly on the register of Warrants. In the case of Uncertificated Warrants, the Warrants purchased pursuant to this Section 5.1 shall be reflected accordingly on the register of Warrants and in accordance with procedures prescribed by the Depository under the book entry registration system. No Warrants shall be issued in replacement thereof.

ction 5.2 General Covenants.

The Corporation covenants with the Warrant Agent that so long as any Warrants remain outstanding:

(a) it will reserve and keep available a sufficient number of Common Shares for the purpose of enabling it to satisfy its obligations to issue Warrant Shares upon the exercise of the Warrants;

(b) it will cause the Warrant Shares from time to time acquired pursuant to the exercise of the Warrants to be duly and validly issued and delivered in accordance with the Warrants and the terms hereof;

(c) upon payment of the aggregate Exercise Price therefor, all Warrant Shares which shall be issued upon exercise of the right to acquire provided for herein shall be fully paid and non-assessable, free and clear of all encumbrances;

(d) it will use reasonable commercial efforts to maintain its existence and carry on its business and that of its Material Subsidiaries in the ordinary course;

(e) it will use its commercially reasonable efforts to ensure that all Common Shares outstanding on the date hereof or issuable from time to time (including without limitation the Warrant Shares issuable on the exercise of the Warrants) continue to be or are listed and posted for trading on the CSE or such other Canadian stock exchange acceptable to the Corporation and the Agent, acting reasonably;

(f) it will use its commercially reasonable efforts to list, and maintain the listing of, the Warrants on the CSE or such other Canadian stock exchange acceptable to the Corporation and the Agent, acting reasonably;

(g) it will make all requisite filings under applicable Canadian securities legislation including those necessary to remain a reporting issuer not in default in each of the provinces and other Canadian jurisdictions it is or becomes a reporting issuer;

(h) it will use its commercially reasonable efforts to maintain its status as a “reporting issuer” not in default of the requirements of the applicable securities laws in each of the Provinces of Canada in which it is currently a reporting issuer;

(i) generally, it will well and truly perform and carry out all of the acts or things to be done by it as provided in this Indenture; and

(j) it will promptly notify the Warrant Agent and the Warrantholders in writing of any default under the terms of this Warrant Indenture which remains unrectified for more than five days following its occurrence,

provided that no covenant in this Section 5.2 shall be construed as limiting or restricting the Corporation from completing a consolidation, amalgamation, arrangement, takeover bid or

merger or other form of business combination or other transaction that would result in the Common Shares ceasing to be listed and posted for trading on the CSE, so long as the holders of Common Shares receive securities of an entity which is listed on a nationally recognized stock exchange in Canada or the United States, or cash, or the holders of the Common Shares have approved the transaction in accordance with the requirements of applicable corporate and securities laws and the policies of the CSE.

ction 5.3 Warrant Agent's Remuneration and Expenses.

The Corporation covenants that it will pay to the Warrant Agent from time to time reasonable remuneration for its services hereunder and will pay or reimburse the Warrant Agent upon its request for all reasonable expenses, disbursements and advances incurred or made by the Warrant Agent in the administration or execution of its duties hereby created (including the reasonable compensation and the disbursements of its Counsel and all other advisers and assistants not regularly in its employ) both before any default hereunder and thereafter until all duties of the Warrant Agent hereunder shall be finally and fully performed, except any such expense, disbursement or advance as may arise out of or result from the Warrant Agent's gross negligence, wilful misconduct, bad faith or fraud as determined by a court of competent jurisdiction by final non-appealable judgement. Any amount owing hereunder and remaining unpaid after 30 days from the invoice date will bear interest at the then current rate charged by the Warrant Agent against unpaid invoices and shall be payable upon demand. This Section Section 5.3 shall survive the resignation or removal of the Warrant Agent and/or the termination of this Indenture.

ction 5.4 Performance of Covenants by Warrant Agent.

If the Corporation shall fail to perform any of its covenants contained in this Indenture, the Corporation will notify the Warrant Agent in writing of such failure and the Warrant Agent may notify the Registered Warrantholders of such failure on the part of the Corporation and/or may itself perform any of the covenants capable of being performed by it but, subject to Section 9.2, shall be under no obligation to perform said covenants or to notify the Registered Warrantholders of such performance by it. All sums expended or advanced by the Warrant Agent in so doing shall be repayable as provided in Section 5.4. No such performance, expenditure or advance by the Warrant Agent shall relieve the Corporation of any default hereunder or of its continuing obligations under the covenants herein contained.

ction 5.5 Enforceability of Warrants.

The Corporation covenants and agrees that it is duly authorized, and that all necessary corporate action has been taken by the Corporation, to authorize the creation, issuance and delivery of the Warrants to be issued hereunder and that the Warrants, when issued and Authenticated as herein provided, will be valid and enforceable against the Corporation in accordance with the provisions hereof and the terms hereof and that, subject to the provisions

of this Indenture, the Corporation will cause the Warrant Shares from time to time acquired upon exercise of Warrants issued under this Indenture to be duly and validly issued and delivered in accordance with the terms of this Indenture.

ARTICLE 6
ENFORCEMENT

ction 6.1 Suits by Registered Warrantholders.

All or any of the rights conferred upon any Registered Warrantholder by any of the terms of this Indenture may be enforced by the Registered Warrantholder by appropriate proceedings but without prejudice to the right which is hereby conferred upon the Warrant Agent to proceed in its own name to enforce each and all of the provisions herein contained for the benefit of the Registered Warrantholders.

ction 6.2 Suits by the Corporation.

The Corporation shall have the right to enforce full payment of the Exercise Price of all Warrant Shares issued by the Warrant Agent to a Registered Warrantholder hereunder and shall be entitled to demand such payment from the Registered Warrantholder or alternatively to instruct the Warrant Agent to cancel the share certificates representing such Warrant Shares and amend the securities register of the Corporation accordingly.

ction 6.3 Immunity of Shareholders, etc.

Subject to Applicable Legislation, and any rights or remedies available to the Warrant Agent and Warrantholders thereunder, the Warrant Agent and, by the acceptance of the Warrants and as part of the consideration for the issue of the Warrants, the Warrantholders hereby waive and release any right, cause of action or remedy now or hereafter existing in any jurisdiction against any incorporator or any past, present or future shareholder, trustee, employee or agent of the Corporation or any successor entity on any covenant, agreement, representation or warranty by the Corporation herein.

ction 6.4 Waiver of Default.

Upon the happening of any default hereunder:

(a) the Registered Warrantholders of not less than 51% of the Warrants then outstanding shall have power (in addition to the powers exercisable by Extraordinary Resolution) by requisition in writing to instruct the Warrant Agent to waive any default hereunder and the Warrant Agent shall thereupon waive the default upon such terms and conditions as shall be prescribed in such requisition; or

(b) the Warrant Agent shall have power to waive any default hereunder upon such terms and conditions as the Warrant Agent may deem advisable, on the advice of Counsel, if, in the Warrant Agent's opinion, based on the advice of Counsel, the same shall have been cured or adequate provision made therefor;

provided that no delay or omission of the Warrant Agent or of the Registered Warrantholders to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein and provided further that no act or omission either of the Warrant Agent or of the Registered Warrantholders in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent default hereunder of the rights resulting therefrom.

ARTICLE 7
MEETINGS OF REGISTERED WARRANTHOLDERS

ction 7.1 Right to Convene Meetings.

The Warrant Agent may at any time and from time to time, and shall on receipt of a written request of the Corporation or of a Warrantholders' Request and upon being indemnified and funded to its reasonable satisfaction by the Corporation or by the Registered Warrantholders signing such Warrantholders' Request against the costs which may be incurred in connection with the calling and holding of such meeting, convene a meeting of the Registered Warrantholders. If the Warrant Agent fails to so call a meeting within seven days after receipt of such written request of the Corporation or within 30 days after receipt of such Warrantholders' Request and the indemnity and funding given as aforesaid, the Corporation or such Registered Warrantholders, as the case may be, may convene such meeting. Every such meeting shall be held in the City of Toronto, Ontario or at such other place as may be approved or determined by the Warrant Agent and the Corporation. Any meeting held pursuant to this Article 7 may be done through a virtual or electronic meeting platform, subject to the Warrant Agent's capabilities at the time.

ction 7.2 Notice.

At least 21 days' prior written notice of any meeting of Registered Warrantholders shall be given to the Registered Warrantholders in the manner provided for in Section 10.2 and a copy of such notice shall be sent by mail to the Warrant Agent (unless the meeting has been called by the Warrant Agent) and to the Corporation (unless the meeting has been called by the Corporation). Such notice shall state the time when and the place where the meeting is to be held, shall state briefly the general nature of the business to be transacted thereat and shall contain such information as is reasonably necessary to enable the Registered Warrantholders to make a reasoned decision on the matter, but it shall not be necessary for any such notice to set out the terms of any resolution to be proposed or any of the provisions of this Section 7.2.

ction 7.3 Chairman.

An individual (who need not be a Registered Warrantholder) designated in writing by the Warrant Agent shall be chairman of the meeting and if no individual is so designated, or if the individual so designated is not present within fifteen minutes from the time fixed for the holding of the meeting, the Registered Warrantholders present in person or represented by proxy shall choose an individual present to be chairman.

ction 7.4 Quorum.

Subject to the provisions of Section 7.11, at any meeting of the Registered Warrantholders a quorum shall consist of Registered Warrantholder(s) present in person or represented by proxy holding at least 25% of the aggregate number of the then outstanding Warrants. If a quorum of the Registered Warrantholders shall not be present within thirty minutes from the time fixed for holding any meeting, the meeting, if summoned by Registered Warrantholders or on a Warrantholders' Request, shall be dissolved; but in any other case the meeting shall be adjourned to the same day in the next week (unless such day is not a Business Day, in which case it shall be adjourned to the next following Business Day) at the same time and place and no notice of the adjournment need be given. Any business may be brought before or dealt with at an adjourned meeting which might have been dealt with at the original meeting in accordance with the notice calling the same. No business shall be transacted at any meeting unless a quorum be present at the commencement of business. At the adjourned meeting the Registered Warrantholders present in person or represented by proxy shall form a quorum and may transact the business for which the meeting was originally convened, notwithstanding that they may not hold at least 25% of the then outstanding Warrants.

ction 7.5 Power to Adjourn.

The chairman of any meeting at which a quorum of the Registered Warrantholders is present may, with the consent of the meeting, adjourn any such meeting, and no notice of such adjournment need be given except such notice, if any, as the meeting may prescribe.

ction 7.6 Show of Hands.

Every question submitted to a meeting shall be decided in the first place by a majority of the votes given on a show of hands except that votes on an Extraordinary Resolution shall be given in the manner hereinafter provided. At any such meeting, unless a poll is duly demanded as herein provided, a declaration by the chairman that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact.

ction 7.7 Poll and Voting.

(1) On every Extraordinary Resolution, and on any other question submitted to a meeting and after a vote by show of hands when demanded by the chairman or by one or more of the Registered Warrantholders acting in person or represented by proxy and holding in the aggregate at least 5% of the Warrants then outstanding, a poll shall be taken in such manner as the chairman shall direct. Questions other than those required to be determined by Extraordinary Resolution shall be decided by a majority of the votes cast on the poll.

(2) On a show of hands, every person who is present and entitled to vote, whether as a Registered Warrantholder or as proxy for one or more absent Registered Warrantholders, or both, shall have one vote. On a poll, each Registered Warrantholder present in person or represented by a proxy duly appointed by instrument in writing shall be entitled to one vote in respect of each Warrant then held or represented by it. A proxy need not be a Registered Warrantholder. The chairman of any meeting shall be entitled, both on a show of hands and on a poll, to vote in respect of the Warrants, if any, held or represented by him.

ction 7.8 Regulations.

(1) The Warrant Agent, or the Corporation with the approval of the Warrant Agent, may from time to time make and from time to time vary such regulations as it shall think fit for the setting of the record date for a meeting for the purpose of determining Registered Warrantholders entitled to receive notice of and to vote at the meeting.

(2) Any regulations so made shall be binding and effective and the votes given in accordance therewith shall be valid and shall be counted. Save as such regulations may provide, the only persons who shall be recognized at any meeting as a Registered Warrantholder, or be entitled to vote or be present at the meeting in respect thereof (subject to Section 7.9), shall be Registered Warrantholders or proxies of Registered Warrantholders.

ction 7.9 Corporation and Warrant Agent May be Represented.

The Corporation and the Warrant Agent, by their respective directors, officers, agents, and employees and the Counsel for the Corporation and for the Warrant Agent may attend any meeting of the Registered Warrantholders.

ction 7.10 Powers Exercisable by Extraordinary Resolution.

In addition to all other powers conferred upon them by any other provisions of this Indenture or by law, the Registered Warrantholders at a meeting shall, subject to the provisions of Section 7.11 and any requisite approval of the CSE (or such other recognized exchange on which the

Common Shares may trade), have the power exercisable from time to time by Extraordinary Resolution:

(a) to agree to any modification, abrogation, alteration, compromise or arrangement of the rights of Registered Warrantholders or the Warrant Agent in its capacity as warrant agent hereunder (subject to the Warrant Agent's prior consent, acting reasonably) or on behalf of the Registered Warrantholders against the Corporation whether such rights arise under this Indenture or otherwise;

(b) to amend, alter or repeal any Extraordinary Resolution previously passed or sanctioned by the Registered Warrantholders;

(c) to direct or to authorize the Warrant Agent, subject to Section 9.2(2) hereof, to enforce any of the covenants on the part of the Corporation contained in this Indenture or to enforce any of the rights of the Registered Warrantholders in any manner specified in such Extraordinary Resolution or to refrain from enforcing any such covenant or right;

(d) to waive, and to direct the Warrant Agent to waive, any default on the part of the Corporation in complying with any provisions of this Indenture either unconditionally or upon any conditions specified in such Extraordinary Resolution;

(e) to restrain any Registered Warrantholder from taking or instituting any suit, action or proceeding against the Corporation for the enforcement of any of the covenants on the part of the Corporation in this Indenture or to enforce any of the rights of the Registered Warrantholders;

(f) to direct any Registered Warrantholder who, as such, has brought any suit, action or proceeding to stay or to discontinue or otherwise to deal with the same upon payment of the costs, charges and expenses reasonably and properly incurred by such Registered Warrantholder in connection therewith;

(g) to assent to any change in or omission from the provisions contained in this Indenture or any ancillary or supplemental instrument which may be agreed to by the Corporation, and to authorize the Warrant Agent to concur in and execute any ancillary or supplemental indenture embodying the change or omission;

(h) with the consent of the Corporation, such consent not to be unreasonably withheld, to remove the Warrant Agent or its successor in office and to appoint a new warrant agent or warrant agents to take the place of the Warrant Agent so removed; and

(i) to assent to any compromise or arrangement with any creditor or creditors or any class or classes of creditors, whether secured or otherwise, and with holders of any shares or other securities of the Corporation.

ction 7.11 Meaning of Extraordinary Resolution.

(1) The expression "**Extraordinary Resolution**" when used in this Indenture means, subject as hereinafter provided in this Section 7.11 and in Section 7.14, a resolution proposed at a meeting of Registered Warrantholders duly convened for that purpose and held in accordance with the provisions of this Article 7 at which there are present in person or represented by proxy Registered Warrantholders holding at least 25% of the aggregate number of the then outstanding Warrants and passed by the affirmative votes of Registered Warrantholders holding not less than $66^{2/3}$% of the aggregate number of Warrants then outstanding that are present in person or represented by proxy at the meeting and voted on the poll upon such resolution.

(2) If, at the meeting at which an Extraordinary Resolution is to be considered, Registered Warrantholders holding at least 25% of the aggregate number of the then outstanding Warrants are not present in person or represented by proxy within 30 minutes after the time appointed for the meeting, then the meeting, if convened by Registered Warrantholders or on a Warrantholders' Request, shall be dissolved; but in any other case it shall stand adjourned to such day, being not less than 15 or more than 60 days later, and to such place and time as may be appointed by the chairman. Not less than 14 days' prior notice shall be given of the time and place of such adjourned meeting in the manner provided for in Section 10.2. Such notice shall state that at the adjourned meeting the Registered Warrantholders present in person or represented by proxy shall form a quorum but it shall not be necessary to set forth the purposes for which the meeting was originally called or any other particulars. At the adjourned meeting the Registered Warrantholders present in person or represented by proxy shall form a quorum and may transact the business for which the meeting was originally convened and a resolution proposed at such adjourned meeting and passed by the requisite vote as provided in Section 7.11(1) shall be an Extraordinary Resolution within the meaning of this Indenture notwithstanding that Registered Warrantholders holding at least 25% of the aggregate number of the then outstanding Warrants are not present in person or represented by proxy at such adjourned meeting.

(3) Subject to Section 7.14, votes on an Extraordinary Resolution shall always be given on a poll and no demand for a poll on an Extraordinary Resolution shall be necessary.

ction 7.12 Powers Cumulative.

Any one or more of the powers or any combination of the powers in this Indenture stated to be exercisable by the Registered Warrantholders by Extraordinary Resolution or otherwise may

be exercised from time to time and the exercise of any one or more of such powers or any combination of powers from time to time shall not be deemed to exhaust the right of the Registered Warrantholders to exercise such power or powers or combination of powers then or thereafter from time to time.

ction 7.13 Minutes.

Minutes of all resolutions and proceedings at every meeting of Registered Warrantholders shall be made and duly recorded in the books of the Corporation and such minutes as aforesaid, if signed by the chairman or the secretary of the meeting at which such resolutions were passed or proceedings had shall be prima facie evidence of the matters therein stated and, until the contrary is proved, every such meeting in respect of the proceedings of which minutes shall have been made shall be deemed to have been duly convened and held, and all resolutions passed thereat or proceedings taken shall be deemed to have been duly passed and taken.

ction 7.14 Instruments in Writing.

All actions which may be taken and all powers that may be exercised by the Registered Warrantholders at a meeting held as provided in this Article 7 may also be taken and exercised by Registered Warrantholders holding at least 66 2/3% of the aggregate number of the then outstanding Warrants by an instrument in writing signed in one or more counterparts by such Registered Warrantholders in person or by attorney duly appointed in writing, and the expression "**Extraordinary Resolution**" when used in this Indenture shall include an instrument so signed.

ction 7.15 Binding Effect of Resolutions.

Every resolution and every Extraordinary Resolution passed in accordance with the provisions of this Article 7 at a meeting of Registered Warrantholders shall be binding upon all the Warrantholders, whether present at or absent from such meeting, and every instrument in writing signed by Registered Warrantholders in accordance with Section 7.14 shall be binding upon all the Warrantholders, whether signatories thereto or not, and each and every Warrantholder and the Warrant Agent (subject to the provisions for indemnity herein contained) shall be bound to give effect accordingly to every such resolution and instrument in writing.

ction 7.16 Holdings by Corporation Disregarded.

In determining whether Registered Warrantholders holding the required number of the then outstanding Warrants are present at a meeting of Registered Warrantholders for the purpose of determining a quorum or have concurred in any consent, waiver, Extraordinary Resolution, Warrantholders' Request or other action under this Indenture, Warrants owned legally or beneficially by the Corporation shall be disregarded in accordance with the provisions of Section 10.7.

ARTICLE 8
SUPPLEMENTAL INDENTURES

ction 8.1 Provision for Supplemental Indentures for Certain Purposes.

From time to time, the Corporation (when authorized by action of the directors of the Corporation) and the Warrant Agent may, subject to the provisions hereof and subject to approval of the CSE (or such other exchange on which the Common Shares may trade), as need be, and they shall, when so directed in accordance with the provisions hereof, execute and deliver by their proper officers, indentures or instruments supplemental hereto, which thereafter shall form part hereof, for any one or more or all of the following purposes:

(a) setting forth any adjustments resulting from the application of the provisions of Article 4;

(b) adding to the provisions hereof such additional covenants and enforcement provisions as, in the opinion of Counsel, are necessary or advisable in the premises, provided that the same are not in the opinion of the Warrant Agent, relying on the advice of Counsel, prejudicial to the interests of the Registered Warrantholders;

(c) giving effect to any Extraordinary Resolution passed as provided in Section 7.11;

(d) making such provisions not inconsistent with this Indenture as may be necessary or desirable with respect to matters or questions arising hereunder or for the purpose of obtaining a listing or quotation of the Warrants on any stock exchange or quotation system, provided that such provisions are not, in the opinion of the Warrant Agent, relying on the advice of Counsel, prejudicial to the interests of the Registered Warrantholders;

(e) adding to or altering the provisions hereof in respect of the transfer of Warrants, making provision for the exchange of Warrants, and making any modification in the form of the Warrant Certificates which does not affect the substance thereof;

(f) modifying any of the provisions of this Indenture, including relieving the Corporation from any of the obligations, conditions or restrictions herein contained, provided that such modification or relief shall be or become operative or effective only if, in the opinion of the Warrant Agent, relying on the advice of Counsel, such modification or relief in no way prejudices any of the rights of the Registered Warrantholders or of the Warrant Agent, and provided further that the Warrant Agent may in its sole discretion decline to enter into any such supplemental indenture which in its opinion may not afford

adequate protection to the Warrant Agent when the same shall become operative;

(g) providing for the issuance of additional Warrants hereunder, including Warrants in excess of the number set out in Section 2.1 and any consequential amendments hereto as may be required by the Warrant Agent relying on the advice of Counsel; and

(h) for any other purpose not inconsistent with the terms of this Indenture, including the correction or rectification of any ambiguities, defective or inconsistent provisions, errors, mistakes or omissions herein, provided that in the opinion of the Warrant Agent, relying on the advice of Counsel, the rights of the Warrant Agent and of the Registered Warrantholders are in no way prejudiced thereby.

ction 8.2 Successor Entities.

In the case of the consolidation, amalgamation, arrangement, merger or transfer of the undertaking or assets of the Corporation as an entirety or substantially as an entirety to or with another entity ("**successor entity**"), the successor entity resulting from such consolidation, amalgamation, arrangement, merger or transfer (if not the Corporation) shall expressly assume, by supplemental indenture satisfactory in form to the Warrant Agent and executed and delivered to the Warrant Agent, the due and punctual performance and observance of each and every covenant and condition of this Indenture to be performed and observed by the Corporation.

ARTICLE 9
CONCERNING THE WARRANT AGENT

ction 9.1 Indenture Legislation.

(1) If and to the extent that any provision of this Indenture limits, qualifies or conflicts with a mandatory requirement of Applicable Legislation, such mandatory requirement shall prevail.

(2) The Corporation and the Warrant Agent agree that each will, at all times in relation to this Indenture and any action to be taken hereunder, observe and comply with and be entitled to the benefits of Applicable Legislation.

ction 9.2 Rights and Duties of Warrant Agent.

(1) In the exercise of the rights and duties prescribed or conferred by the terms of this Indenture, the Warrant Agent shall exercise that degree of care, diligence and skill that a reasonably prudent warrant agent would exercise in comparable circumstances. No provision of this Indenture shall be construed to relieve the Warrant Agent from

liability for its own gross negligence, wilful misconduct, bad faith or fraud under this Indenture.

(2) The obligation of the Warrant Agent to commence or continue any act, action or proceeding for the purpose of enforcing any rights of the Warrant Agent or the Registered Warrantholders hereunder shall be conditional upon the Registered Warrantholders furnishing, when required by notice by the Warrant Agent, sufficient funds to commence or to continue such act, action or proceeding and an indemnity reasonably satisfactory to the Warrant Agent to protect and to hold harmless the Warrant Agent and its officers, directors, employees, successors, assigns and agents, against the costs, charges and expenses and liabilities to be incurred thereby and any loss and damage it may suffer by reason thereof. None of the provisions contained in this Indenture shall require the Warrant Agent to expend or to risk its own funds or otherwise to incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers unless indemnified and funded as aforesaid.

(3) The Warrant Agent may, before commencing or at any time during the continuance of any such act, action or proceeding, require the Registered Warrantholders, at whose instance it is acting to deposit with the Warrant Agent the Warrant Certificates held by them, for which Warrants the Warrant Agent shall issue receipts.

(4) Every provision of this Indenture that by its terms relieves the Warrant Agent of liability or entitles it to rely upon any evidence submitted to it is subject to the provisions of Applicable Legislation.

ction 9.3 Evidence, Experts and Advisers.

(1) In addition to the reports, certificates, opinions and other evidence required by this Indenture, the Corporation shall furnish to the Warrant Agent such additional evidence of compliance with any provision hereof, and in such form, as may be prescribed by Applicable Legislation or as the Warrant Agent may reasonably require by written notice to the Corporation.

(2) In the exercise of its rights and duties hereunder, the Warrant Agent may, if it is acting in good faith, rely as to the truth of the statements and the accuracy of the opinions expressed in statutory declarations, opinions, reports, written requests, consents, or orders of the Corporation, certificates of the Corporation or other evidence furnished to the Warrant Agent pursuant to a request of the Warrant Agent, provided that such evidence complies with Applicable Legislation and that the Warrant Agent complies with Applicable Legislation and that the Warrant Agent examines the same and determines that such evidence complies with the applicable requirements of this Indenture.

(3) Whenever it is provided in this Indenture or under Applicable Legislation that the Corporation shall deposit with the Warrant Agent resolutions, certificates, reports, opinions, requests, orders or other documents, it is intended that the truth, accuracy and good faith on the effective date thereof and the facts and opinions stated in all such documents so deposited shall, in each and every such case, be conditions precedent to the right of the Corporation to have the Warrant Agent take the action to be based thereon.

(4) The Warrant Agent may employ or retain such Counsel, accountants, appraisers or other experts or advisers as it may reasonably require for the purpose of discharging and determining its duties hereunder and may pay reasonable remuneration for all services so performed by any of them, without taxation of costs of any Counsel, and shall not be responsible for any misconduct or negligence on the part of any such experts or advisers who have been appointed with due care by the Warrant Agent. For greater certainty, the Corporation (and not the Warrantholders) shall be responsible for paying or reimbursing the Warrant Agent for any reasonable fees, expenses and disbursements of such counsel or advisers, if required in accordance with Section 5.4.

(5) The Warrant Agent may act and rely and shall be protected in acting and relying in good faith on the opinion or advice of or information obtained from any Counsel, accountant, appraiser, engineer or other expert or adviser, whether retained or employed by the Corporation or by the Warrant Agent, in relation to any matter arising in the administration of the agency hereof.

ction 9.4 Documents, Monies, etc. Held by Warrant Agent.

Until released in accordance with this Indenture, any funds received hereunder shall be kept in segregated records of the Warrant Agent and the Warrant Agent shall place the funds in segregated bank accounts of the Warrant Agent at one or more of the Canadian Chartered Banks listed in Schedule 1 of the *Bank Act* (Canada) ("**Approved Bank**"). All amounts held by the Warrant Agent pursuant to this Indenture shall be held by the Warrant Agent for the Corporation and the delivery of the funds to the Warrant Agent shall not give rise to a debtor-creditor or other similar relationship. The amounts held by the Warrant Agent pursuant to this Indenture are at the sole risk of the Corporation and, without limiting the generality of the foregoing, the Warrant Agent shall have no responsibility or liability for any diminution of the funds which may result from any deposit made with an Approved Bank pursuant to this section, including any losses resulting from a default by the Approved Bank or other credit losses (whether or not resulting from such a default). The parties hereto acknowledge and agree that the Warrant Agent will have acted prudently in depositing the funds at any Approved Bank, and that the Warrant Agent is not required to make any further inquiries in respect of any such bank. The Warrant Agent may hold cash balances constituting part or all of such monies and need not, invest the same; the Warrant Agent shall not be liable to account for any profit to any parties to this Indenture or to any other person or entity.

ction 9.5 Actions by Warrant Agent to Protect Interest.

Subject to the provisions of this Indenture and Applicable Legislation, the Warrant Agent shall have power to institute and to maintain such actions and proceedings as it may consider necessary or expedient to preserve, protect or enforce its interests and the interests of the Registered Warrantholders.

ction 9.6 Warrant Agent Not Required to Give Security.

The Warrant Agent shall not be required to give any bond or security in respect of the execution of the agency and powers of this Indenture or otherwise in respect of the premises.

ction 9.7 Protection of Warrant Agent.

By way of supplement to the provisions of any law for the time being relating to the Warrant Agent it is expressly declared and agreed as follows:

(a) the Warrant Agent shall not be liable for or by reason of any statements of fact or recitals in this Indenture or in the Warrant Certificates (except the representation contained in the Authentication of the Warrant Agent on the Warrant Certificates) or be required to verify the same, but all such statements or recitals are and shall be deemed to be made by the Corporation;

(b) nothing herein contained shall impose any obligation on the Warrant Agent to see to or to require evidence of the registration or filing (or renewal thereof) of this Indenture or any instrument ancillary or supplemental hereto;

(c) the Warrant Agent shall not be bound to give notice to any person or persons of the execution hereof;

(d) the Warrant Agent shall not incur any liability or responsibility whatsoever or be in any way responsible for the consequence of any breach on the part of the Corporation of any of its covenants herein contained or of any acts of any directors, officers, employees, agents or servants of the Corporation;

(e) the Corporation hereby indemnifies and agrees to hold harmless the Warrant Agent, its affiliates, their officers, directors, employees, agents, successors and assigns (the "**Indemnified Parties**") from and against any and all liabilities whatsoever, losses, damages, penalties, claims, demands, actions, suits, proceedings, costs, charges, assessments, judgments, expenses and disbursements, including reasonable legal fees and disbursements of whatever kind and nature which may at any time be imposed on or incurred by or asserted against the Indemnified Parties, or any of them, whether at law or in equity, in any way caused by or arising, directly or indirectly, in respect of any act, deed,

matter or thing whatsoever made, done, acquiesced in or omitted in or about or in relation to the execution of the Indemnified Parties' duties, or any other services that the Warrant Agent may provide in connection with or in any way relating to this Indenture. The Corporation agrees that its liability hereunder shall be absolute and unconditional regardless of the correctness of any representations of any third parties and regardless of any liability of third parties to the Indemnified Parties, and shall accrue and become enforceable without prior demand or any other precedent action or proceeding; provided that the Corporation shall not be required to indemnify the Indemnified Parties in the event of the gross negligence, wilful misconduct, bad faith or fraud of the Warrant Agent, and this provision shall survive the resignation or removal of the Warrant Agent or the termination or discharge of this Indenture;

(f) notwithstanding the foregoing or any other provision of this Indenture, any liability of the Warrant Agent shall be limited, in the aggregate, to the amount of annual retainer fees paid by the Corporation to the Warrant Agent under this Indenture in the 12 months immediately prior to the Warrant Agent receiving the first notice of the claim. Notwithstanding any other provision of this Indenture, and whether such losses or damages are foreseeable or unforeseeable, the Warrant Agent shall not be liable under any circumstances whatsoever for any (i) breach by any other party of securities law or other rule of any securities regulatory authority, (ii) lost profits or (iii) special, indirect, incidental, consequential, exemplary, aggravated or punitive losses or damages. Notwithstanding any other provision hereof, this provision shall survive the resignation or removal of the Warrant Agent or the termination or discharge of this Indenture; and

(g) in the event that any of the funds provided to the Warrant Agent hereunder are received by it in the form of an uncertified cheque or bank draft, the Warrant Agent shall be entitled to delay the time for release of such funds until such uncertified cheque has cleared the financial institution upon which the same is drawn.

ction 9.8 Replacement of Warrant Agent; Successor by Merger.

(1) The Warrant Agent may resign its agency and be discharged from all further duties and liabilities hereunder, subject to this Section 9.8, by giving to the Corporation not less than 60 days' prior notice in writing or such shorter prior notice as the Corporation may accept as sufficient. The Registered Warrantholders by Extraordinary Resolution, and in accordance with Section 7.10(h), shall have power at any time to remove the existing Warrant Agent and to appoint a new warrant agent. In the event of the Warrant Agent resigning or being removed as aforesaid or being dissolved, becoming bankrupt, going into liquidation or otherwise becoming incapable of acting hereunder, the Corporation

shall forthwith appoint a new warrant agent unless a new warrant agent has already been appointed by the Registered Warrantholders; failing such appointment by the Corporation, the retiring Warrant Agent or any Registered Warrantholder may apply to a judge of the Province of Ontario on such notice as such judge may direct, for the appointment of a new warrant agent; but any new warrant agent so appointed by the Corporation or by the Court shall be subject to removal as aforesaid by the Registered Warrantholders. Any new warrant agent appointed under any provision of this Section 9.8 shall be an entity authorized to carry on the business of a trust company in the Province of Ontario and, if required by the Applicable Legislation for any other provinces, in such other provinces. On any such appointment the new warrant agent shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named herein as Warrant Agent hereunder.

(2) Upon the appointment of a successor warrant agent, the Corporation shall promptly notify the Registered Warrantholders thereof in the manner provided for in Section 10.2.

(3) Any Warrant Certificates Authenticated but not delivered by a predecessor Warrant Agent may be Authenticated by the successor Warrant Agent in the name of the successor Warrant Agent.

(4) Any corporation into which the Warrant Agent may be merged or consolidated or amalgamated, or any corporation resulting therefrom to which the Warrant Agent shall be a party, or any corporation succeeding to substantially the corporate trust business of the Warrant Agent shall be the successor to the Warrant Agent hereunder without any further act on its part or any of the parties hereto, provided that such corporation would be eligible for appointment as successor Warrant Agent under Section 9.8(1).

ction 9.9 Acceptance of Agency

The Warrant Agent hereby accepts the agency in this Indenture declared and provided for and agrees to perform the same upon the terms and conditions herein set forth and agrees to hold all rights, interests and benefits herein on behalf of those persons who become holders of Warrants from time to time under this Indenture, unless and until discharged therefrom by resignation or in some other lawful way.

ction 9.10 Warrant Agent Not to be Appointed Receiver.

The Warrant Agent and any person related to the Warrant Agent shall not be appointed a receiver, a receiver and manager or liquidator of all or any part of the assets or undertaking of the Corporation.

ction 9.11 Authorization to Carry on Business

The Warrant Agent represents to the Corporation that as at the date of the execution and delivery of this Indenture, it is duly authorized and qualified to carry on the business of a trust company in the Province of Ontario.

ction 9.12 Warrant Agent Not Required to Give Notice of Default.

The Warrant Agent shall not be bound to give any notice or do or take any act, action or proceeding by virtue of the powers conferred on it hereby unless and until it shall have been required so to do under the terms hereof; nor shall the Warrant Agent be required to take notice of any default hereunder, unless and until notified in writing of such default, which notice shall distinctly specify the default desired to be brought to the attention of the Warrant Agent and in the absence of any such notice the Warrant Agent may for all purposes of this Indenture conclusively assume that no default has been made in the observance or performance of any of the representations, warranties, covenants, agreements or conditions contained herein. Any such notice shall in no way limit any discretion herein given to the Warrant Agent to determine whether or not the Warrant Agent shall take action with respect to any default.

ction 9.13 Anti-Money Laundering.

(1) The Corporation hereby represents to the Warrant Agent that any account to be opened by, or interest to be held by the Warrant Agent in connection with this Indenture, for or to the credit of such party, either (a) is not intended to be used by or on behalf of any third party; or (b) is intended to be used by or on behalf of a third party, in which case the Corporation agrees to complete and execute forthwith a declaration in the Warrant Agent’s prescribed form as to the particulars of such third party.

(2) The Warrant Agent shall retain the right not to act and shall not be liable for refusing to act if, due to a lack of information or for any other reason whatsoever, the Warrant Agent, in its sole judgment, determines that such act might cause it to be in non-compliance with any applicable anti-money laundering, anti-terrorist or economic sanctions legislation, regulation or guideline. Further, should the Warrant Agent, in its sole judgment, determine at any time that its acting under this Indenture has resulted in its being in non-compliance with any applicable anti-money laundering, anti-terrorist or economic sanctions legislation, regulation or guideline, then it shall have the right to resign on 10 days written notice to the other parties to this Indenture, provided (a) that the Warrant Agent's written notice shall describe the circumstances of such non-compliance; and (b) that if such circumstances are rectified to the Warrant Agent's satisfaction within such 10 day period, then such resignation shall not be effective.

ction 9.14 Compliance with Privacy Code.

(1) The Corporation acknowledges that the Warrant Agent may, in the course of providing services hereunder, collect or receive financial and other personal information about such parties and/or their representatives, as individuals, or about other individuals related to the subject matter hereof, and use such information for the following purposes:

(a) to provide the services required under this Indenture and other services that may be requested from time to time;

(b) to help the Warrant Agent manage its servicing relationships with such individuals;

(c) to meet the Warrant Agent's legal and regulatory requirements; and

(d) if Social Insurance Numbers are collected by the Warrant Agent, to perform tax reporting and to assist in verification of an individual's identity for security purposes.

(2) The Corporation acknowledges and agrees that the Warrant Agent may receive, collect, use and disclose personal information provided to it or acquired by it in the course of its acting as agent hereunder for the purposes described above and, generally, in the manner and on the terms described in its privacy code, which the Warrant Agent shall make available on its website, www.odysseytrust.com, or upon request, including revisions thereto. The Warrant Agent may transfer personal information to other companies in or outside of Canada that provide data processing and storage or other support in order to facilitate the services it provides.

(3) The Corporation agrees that it shall not provide or cause to be provided to the Warrant Agent any personal information relating to an individual who is not a party to this Indenture unless the Corporation has assured itself that such individual understands and has consented to the aforementioned uses and disclosures.

ction 9.15 Securities Exchange Commission Certification.

(1) The Corporation confirms that as at the date of execution of this Indenture it does not have a class of securities registered pursuant to Section 12 of the U.S. Exchange Act or have a reporting obligation pursuant to Section 15(d) of the U.S. Exchange Act.

(2) The Corporation covenants that in the event that (i) any class of its securities shall become registered pursuant to Section 12 of the U.S. Exchange Act or the Corporation shall incur a reporting obligation pursuant to Section 15(d) of the U.S. Exchange Act, or (ii) any such registration or reporting obligation shall be terminated by the

Corporation in accordance with the U.S. Exchange Act, the Corporation shall promptly deliver to the Warrant Agent an officers' certificate (in a form provided by the Warrant Agent notifying the Warrant Agent of such registration or termination and such other information as the Warrant Agent may require at the time. The Corporation acknowledges that the Warrant Agent is relying upon the foregoing representation and covenants in order to meet certain United States Securities and Exchange Commission ("**SEC**") obligations with respect to those clients who are filing with the SEC.

ARTICLE 10
GENERAL

ction 10.1 Notice to the Corporation and the Warrant Agent.

(1) Unless herein otherwise expressly provided, any notice to be given hereunder to the Corporation or the Warrant Agent shall be deemed to be validly given if delivered, sent by registered letter, postage prepaid or if emailed:

(a) If to the Corporation:

TerrAscend Corp.

357 South Gulph Road, Suite 330

King of Prussia, PA 19406

Attention: Ziad Ghanem, Chief Executive Officer, Keith Stauffer, Chief Financial Officer and Lynn Geffen, Chief Legal Officer

Email: [***]

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

Cassels Brock & Blackwell LLP

40 Temperance Street, Suite 3200

Toronto, Ontario M5H 0B4

Attention: Jonathan Sherman

Email: [***]

(b) If to the Warrant Agent:

Odyssey Trust Company
Trader's Bank Building
702, 67 Yonge Street
Toronto, ON M5E 1J8

Attention: Corporate Trust
Email: [***]

and any such notice delivered in accordance with the foregoing shall be deemed to have been received and given on the date of delivery or, if mailed, on the fifth Business Day following the date of mailing such notice or, if emailed, on the date of transmission, unless transmission was made after 4:00 p.m. (Toronto time) or such day that is not a Business Day and, in those cases, it will be deemed to be received on the following Business Day.

(2) The Corporation or the Warrant Agent, as the case may be, may from time to time notify the other in the manner provided in Section 10.1(1) of a change of address which, from the effective date of such notice and until changed by like notice, shall be the address of the Corporation or the Warrant Agent, as the case may be, for all purposes of this Indenture.

(3) If, by reason of a strike, lockout or other work stoppage, actual or threatened, involving postal employees, any notice to be given to the Warrant Agent or to the Corporation hereunder could reasonably be considered unlikely to reach its destination, such notice shall be valid and effective only if it is delivered to the named officer of the party to which it is addressed, as provided in Section 10.1(1), or given by email or other means of prepaid, transmitted and recorded communication.

ction 10.2 Notice to Registered Warrantholders.

(1) Unless otherwise provided herein, notice to the Registered Warrantholders under the provisions of this Indenture shall be valid and effective if delivered or sent by ordinary prepaid post addressed to such holders at their post office addresses appearing on the register hereinbefore mentioned and shall be deemed to have been effectively received and given on the date of delivery if that date is a Business Day or the Business Day following the date of delivery if such date is not a Business Day or, if mailed, on the third Business Day following the date of mailing such notice. In the event that Warrants are held in the name of the Depository, a copy of such notice shall also be sent by

electronic communication to the Depository and shall be deemed received and given on the day it is so sent.

(2) If, by reason of a strike, lockout or other work stoppage, actual or threatened, involving postal employees, any notice to be given to the Registered Warrantholders hereunder could reasonably be considered unlikely to reach its destination, such notice may be given in a news release disseminated through a national and recognized newswire service, filed on the Corporation's issuer profile on SEDAR at www.sedar.com, and posted on the Corporation's website; provided that in the case of a notice convening a meeting of the Warrantholders, the Warrant Agent may require such additional publications of that notice, in Toronto, Ontario or in other cities or both, as it may deem necessary for the reasonable notification of the holders of Warrants or to comply with any applicable requirement of law or any stock exchange. Any notice so given shall be deemed to have been given on the day on which it has been published in all of the cities in which publication takes place.

(3) Accidental error or omission in giving notice or accidental failure to mail notice to any Warrantholder will not invalidate any action or proceeding founded thereon.

ction 10.3 Ownership of Warrants.

The Corporation and the Warrant Agent may deem and treat the Registered Warrantholders as the absolute owner thereof for all purposes, and the Corporation and the Warrant Agent shall not be affected by any notice or knowledge to the contrary except where the Corporation or the Warrant Agent is required to take notice by statute or by order of a court of competent jurisdiction. The receipt of any such Registered Warrantholder of the Warrant Shares which may be acquired pursuant thereto shall be a good discharge to the Corporation and the Warrant Agent for the same and neither the Corporation nor the Warrant Agent shall be bound to inquire into the title of any such holder except where the Corporation or the Warrant Agent is required to take notice by statute or by order of a court of competent jurisdiction.

ction 10.4 Counterparts.

This Indenture may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and notwithstanding their date of execution they shall be deemed to be dated as of the date hereof. Delivery of an executed copy of the Indenture by electronic facsimile transmission or other means of electronic communication capable of producing a printed copy will be deemed to be execution and delivery of this Indenture as of the date hereof. The parties accept the execution of the present Indenture, all ancillary documents and notices by the electronic means, including DocuSign.

ction 10.5 Satisfaction and Discharge of Indenture.

Upon the earlier of:

(a) the date by which there shall have been delivered to the Warrant Agent for exercise or cancellation all Warrants theretofore Authenticated hereunder, in the case of Warrant Certificates (or such other instructions, in a form satisfactory to the Warrant Agent), in the case of Uncertificated Warrants, or by way of standard processing through the book entry system in the case of a CDS Global Warrant; and

(b) the Expiry Time;

and if all certificates or other entry on the register representing Warrant Shares required to be issued in compliance with the provisions hereof have been issued and delivered hereunder or to the Warrant Agent in accordance with such provisions, this Indenture shall cease to be of further effect and the Warrant Agent, on demand of and at the cost and expense of the Corporation and upon delivery to the Warrant Agent of a certificate of the Corporation stating that all conditions precedent to the satisfaction and discharge of this Indenture have been complied with, shall execute proper instruments acknowledging satisfaction of and discharging this Indenture. Notwithstanding the foregoing, the indemnities provided to the Warrant Agent by the Corporation hereunder shall remain in full force and effect and survive the termination of this Indenture.

ction 10.6 Provisions of Indenture and Warrants for the Sole Benefit of Parties and Registered Warrantholders.

Nothing in this Indenture or in the Warrants, expressed or implied, shall give or be construed to give to any person other than the parties hereto and the Registered Warrantholders, as the case may be, any legal or equitable right, remedy or claim under this Indenture, or under any covenant or provision herein or therein contained, all such covenants and provisions being for the sole benefit of the parties hereto and the Registered Warrantholders.

on 10.7 Common Shares or Warrants Owned by the Corporation or its Subsidiaries - Certificate to be Provided.

For the purpose of disregarding any Warrants owned legally or beneficially by the Corporation in Section 7.16, the Corporation shall provide to the Warrant Agent, from time to time, a certificate of the Corporation setting forth as at the date of such certificate:

(a) the names (other than the name of the Corporation) of the Registered Warrantholders which, to the knowledge of the Corporation, are owned by or held for the account of the Corporation; and

(b) the number of Warrants owned legally or beneficially by the Corporation;

and the Warrant Agent, in making the computations shall be entitled to rely on such certificate without any additional evidence.

on 10.8 Severability

If, in any jurisdiction, any provision of this Indenture or its application to any party or circumstance is restricted, prohibited or unenforceable, such provision will, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Indenture and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other parties or circumstances.

on 10.9 Force Majeure

Neither party hereto shall be liable to the other, or held in breach of this Indenture, if prevented, hindered, or delayed in the performance or observance of any provision contained herein by reason of act of God, riots, terrorism, acts of war, epidemics, governmental action or judicial order, earthquakes, or any other similar causes (including, but not limited to, mechanical, electronic or communication interruptions, disruptions or failures). Performance times under this Indenture shall be extended for a period of time equivalent to the time lost because of any delay that is excusable under this Section.

on 10.10 Assignment, Successors and Assigns

Neither of the parties hereto may assign its rights or interest under this Indenture, without the written consent of the other party, except as provided in Section 9.8 in the case of the Warrant Agent, or as provided in Section 8.2 in the case of the Corporation. Subject thereto, this Indenture shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

on 10.11 Rights of Rescission and Withdrawal for Holders

Should a holder of Warrants exercise any legal, statutory, contractual or other right of withdrawal or rescission that may be available to it, and the holder's funds which were paid on exercise have already been released to the Corporation by the Warrant Agent, the Warrant Agent shall not be responsible for ensuring the exercise is cancelled and a refund is paid back to the holder. In such cases, the holder shall seek a refund directly from the Corporation and subsequently, the Corporation, upon surrender to the Corporation or the Warrant Agent of any underlying Warrant Shares or other securities that may have been issued, or such other procedure as agreed to by the parties hereto, shall instruct the Warrant Agent in writing, to cancel the exercise transaction and any such underlying Warrant Shares or other securities on the register, which may have already been issued upon the Warrant exercise. In the event that

any payment is received from the Corporation by virtue of the holder being a shareholder for such Warrants that were subsequently rescinded, such payment must be returned to the Corporation by such holder. The Warrant Agent shall not be under any duty or obligation to take any steps to ensure or enforce the return of the funds pursuant to this section, nor shall the Warrant Agent be in any other way responsible in the event that any payment is not delivered or received pursuant to this section. Notwithstanding the foregoing, in the event that the Corporation provides the refund to the Warrant Agent for distribution to the holder, the Warrant Agent shall return such funds to the holder as soon as reasonably practicable, and in so doing, the Warrant Agent shall incur no liability with respect to the delivery or non-delivery of any such funds.

on 10.12 Indenture to Prevail

In the event of any discrepancy or inconsistency between the terms and conditions of this Indenture and the Warrant Certificate, the terms of this Indenture will prevail.

[*Signature page follows*]

IN WITNESS WHEREOF the parties hereto have executed this Indenture under the hands of their proper officers in that behalf as of the date first written above.

TERRASCEND CORP.

By:

Name: Keith Stauffer
Title: Chief Financial Officer

ODYSSEY TRUST COMPANY

By:

Authorized Signatory

By:

Authorized Signatory

SCHEDULE "A"
FORM OF WARRANT

For all Warrants include the following legends:

THE WARRANTS EVIDENCED HEREBY ARE EXERCISABLE AT OR BEFORE 5:00 P.M. (TORONTO TIME) ON JUNE 23, 2025, AFTER WHICH TIME THE WARRANTS EVIDENCED HEREBY SHALL BE DEEMED TO BE VOID AND OF NO FURTHER FORCE OR EFFECT.

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [THE DATE THAT IS FOUR MONTHS AND ONE DAY AFTER THE CLOSING DATE].

For all Warrants sold outside the United States and registered in the name of the Depository, include the following legend:

(INSERT IF APPLICABLE) UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF CDS CLEARING AND DEPOSITORY SERVICES INC. ("**CDS**") TO TERRASCEND CORP. (THE "**ISSUER**") OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IN RESPECT THEREOF IS REGISTERED IN THE NAME OF CDS & CO., OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS (AND ANY PAYMENT IS MADE TO CDS & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED HOLDER HEREOF, CDS & CO., HAS A PROPERTY INTEREST IN THE SECURITIES REPRESENTED BY THIS CERTIFICATE HEREIN AND IT IS A VIOLATION OF ITS RIGHTS FOR ANOTHER PERSON TO HOLD, TRANSFER OR DEAL WITH THIS CERTIFICATE.

For Warrants required to bear the legends set forth in Section 2.8(2):

THE SECURITIES REPRESENTED BY THIS CERTIFICATE AND THE COMMON SHARES ISSUABLE ON EXERCISE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER SAID ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE ACT AND ANY

APPLICABLE STATE SECURITIES LAWS. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE GOOD DELIVERY IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.

If the Warrantholder is an “affiliate” of the issuer for purposes of Rule 144 under the U.S. Securities Act:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE HELD BY A PERSON WHO MAY BE DEEMED TO BE AN AFFILIATE OF THE ISSUER FOR PURPOSES OF RULE 144 PROMULGATED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”). ANY AFFILIATE (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT) OF THE CORPORATION THAT ACQUIRES THE SECURITIES REPRESENTED BY THIS CERTIFICATE OR ANY SHARE OF COMMON STOCK ISSUED UPON EXERCISE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE (OR ANY INTEREST IN ANY OF THE FOREGOING) MAY NOT RESELL SUCH SECURITY OR SHARE (OR INTEREST THEREIN), AS APPLICABLE, UNLESS IN A TRANSACTION THAT IS REGISTERED UNDER THE SECURITIES ACT OR PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IN A TRANSACTION IMMEDIATELY FOLLOWING WHICH SUCH RESOLD SECURITY OR SHARE (OR INTEREST THEREIN), AS APPLICABLE, IS NOT A “RESTRICTED SECURITY” (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT).

WARRANTS

To acquire Common Shares of

TERRASCEND CORP.

(incorporated pursuant to the laws of the Province of Ontario)

Warrant
Certificate No. [●]

Certificate for ___ Warrants, each Warrant entitling the holder to acquire one (1) Common Share (subject to adjustment as provided for in the Warrant Indenture (as defined below)

CUSIP 88105E116

ISIN CA US88105E1165

THIS IS TO CERTIFY THAT, for value received,

_____

(the "**Warrantholder**") is the registered holder of the number of common share purchase warrants (the "**Warrants**") of TerrAscend Corp. (the "**Corporation**") specified above, and is entitled, on exercise of these Warrants upon and subject to the terms and conditions set forth herein and in the Warrant Indenture, to purchase at any time before 5:00 p.m. (Toronto time) (the "**Expiry Time**") on June 23, 2025 (the "**Expiry Date**"), one fully paid and non-assessable common share without par value in the capital of the Corporation as constituted on the date hereof (a "**Common Share**") for each Warrant subject to adjustment in accordance with the terms of the Warrant Indenture. After the Expiry Time, Warrants evidenced hereby shall be deemed to be void and of no further force or effect.

The right to purchase Warrant Shares (as such term is defined in the Warrant Indenture) may only be exercised by the Warrantholder within the time set forth above by:

(a) duly completing and executing the exercise form (the "**Exercise Form**") attached hereto; and

(b) surrendering this warrant certificate (the "**Warrant Certificate**"), with the Exercise Form to the Warrant Agent at the office of the Warrant Agent, in the City of Toronto, Ontario, together with a certified cheque, bank draft or money order in

the lawful money of Canada payable to or to the order of the Corporation in an amount equal to the purchase price of the Warrant Shares so subscribed for.

The surrender of this Warrant Certificate, the duly completed Exercise Form and payment as provided above will be deemed to have been effected only on personal delivery thereof to, or if sent by mail or other means of transmission on actual receipt thereof by, the Warrant Agent at its principal office as set out above.

Subject to adjustment thereof in the events and in the manner set forth in the Warrant Indenture hereinafter referred to, the exercise price payable for each Warrant Share upon the exercise of Warrants shall be US$1.95 per Warrant Share (the "**Exercise Price**").

Certificates for the Warrant Shares subscribed for will be mailed to the persons specified in the Exercise Form at their respective addresses specified therein or, if so specified in the Exercise Form, delivered to such persons at the office where this Warrant Certificate is surrendered. If fewer Warrant Shares are purchased than the number that can be purchased pursuant to this Warrant Certificate, the holder hereof will be entitled to receive without charge a new Warrant Certificate in respect of the balance of the Warrant Shares not so purchased. No fractional Common Shares will be issued upon exercise of any Warrant and no cash or other consideration will be paid in lieu of fractional shares.

This Warrant Certificate evidences Warrants of the Corporation issued or issuable under the provisions of a warrant indenture (which indenture together with all other instruments supplemental or ancillary thereto is herein referred to as the "**Warrant Indenture**") dated as of June 23, 2023 between the Corporation and Odyssey Trust Company, as Warrant Agent, to which Warrant Indenture reference is hereby made for particulars of the rights of the holders of Warrants, the Corporation and the Warrant Agent in respect thereof and the terms and conditions on which the Warrants are issued and held, all to the same effect as if the provisions of the Warrant Indenture were herein set forth, to all of which the holder, by acceptance hereof, assents. The Corporation will furnish to the holder, on request and without charge, a copy of the Warrant Indenture. Capitalized terms used but not otherwise defined herein have the meaning ascribed to them in the Warrant Indenture.

On presentation at the principal office of the Warrant Agent as set out above, subject to the provisions of the Warrant Indenture and on compliance with the reasonable requirements of the Warrant Agent, one or more Warrant Certificates may be exchanged for one or more Warrant Certificates entitling the holder thereof to purchase in the aggregate an equal number of Warrant Shares as are purchasable under the Warrant Certificate(s) so exchanged.

Neither the Warrants nor the Warrant Shares issuable upon exercise hereof have been or will be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), or U.S. state securities laws. The Warrants may not be exercised in the United States or by or on behalf of, or for the account or benefit of, a U.S. Person or a person in the United States unless (i)

the Warrants and the Common Shares issuable upon exercise of the Warrants have been registered under the U.S. Securities Act and the applicable laws of any such state or (ii) an exemption from such registration requirements is available and the requirements set forth in the Exercise Form have been satisfied. “United States” and “U.S. Person” are defined in Regulation S under the U.S. Securities Act.

The Warrant Indenture contains provisions for the adjustment of the Exercise Price payable for each Warrant Share issuable upon the exercise of Warrants and the number of Warrant Shares issuable upon the exercise of Warrants in the events and in the manner set forth therein.

The Warrant Indenture also contains provisions making binding on all holders of Warrants outstanding thereunder resolutions passed at meetings of holders of Warrants held in accordance with the provisions of the Warrant Indenture and instruments in writing signed by Warrantholders holding a specific majority of the Warrants outstanding at the applicable time.

Nothing contained in this Warrant Certificate, the Warrant Indenture or elsewhere shall be construed as conferring upon the holder hereof any right or interest whatsoever as a holder of Common Shares or any other right or interest except as herein and in the Warrant Indenture expressly provided. In the event of any discrepancy between anything contained in this Warrant Certificate and the terms and conditions of the Warrant Indenture, the terms and conditions of the Warrant Indenture shall govern.

Warrants may only be transferred in compliance with the conditions of the Warrant Indenture on the register to be kept by the Warrant Agent in the City of Toronto, Ontario, or such other registrar as the Corporation, with the approval of the Warrant Agent, may appoint at such other place or places, if any, as may be designated, upon surrender of this Warrant Certificate to the Warrant Agent or other registrar accompanied by a written instrument of transfer in form and execution satisfactory to the Warrant Agent or other registrar and upon compliance with the conditions prescribed in the Warrant Indenture and with such reasonable requirements as the Warrant Agent or other registrar may prescribe and upon the transfer being duly noted thereon by the Warrant Agent or other registrar. Time is of the essence hereof.

This Warrant Certificate will not be valid for any purpose until it has been countersigned by or on behalf of the Warrant Agent from time to time under the Warrant Indenture.

The parties hereto have declared that they have required that these presents and all other documents related hereto be in the English language. Les parties aux présentes déclarent qu’elles ont exigé que la présente convention, de même que tous les documents s’y rapportant, soient rédigés en anglais.

IN WITNESS WHEREOF the Corporation has caused this Warrant Certificate to be duly executed as of:

TERRASCEND CORP.

By:
Authorized Signatory

Countersigned and Registered by:

ODYSSEY TRUST COMPANY

By:
Authorized Signatory

FORM OF TRANSFER

TO: ODYSSEY TRUST COMPANY
Trader's Bank Building
702, 67 Yonge Street
Toronto, ON M5E 1J8

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers to _____(print name and address) the Warrants represented by this Warrant Certificate and hereby irrevocably constitutes and appoints _____ as its attorney with full power of substitution to transfer the said securities on the appropriate register of the Warrant Agent.

In the case of a warrant certificate that contains a U.S. restrictive legend, the undersigned hereby represents, warrants and certifies that (one (only) of the following must be checked):

- (A) the transfer is being made only to the Corporation; or

- (B) the transfer is being made within the United States or to, or for the account or benefit of, U.S. Persons, in accordance with a transaction that does not require registration under the U.S. Securities Act or any applicable state securities laws and the undersigned has furnished to the Corporation and the Warrant Agent an opinion of counsel of recognized standing in form and substance reasonably satisfactory to the Corporation and the Warrant Agent to such effect.

In the case of a Warrant Certificate that does not contain a U.S. restrictive legend, if the proposed transfer is to, or for the account or benefit of a U.S. Person or to a person in the United States, the undersigned hereby represents, warrants and certifies that the transfer of the Warrants evidenced by this Warrant Certificate is being completed pursuant to an exemption from the registration requirements of the U.S. Securities Act and any applicable state securities laws, in which case the undersigned has furnished to the Corporation and the Warrant Agent an opinion of counsel of recognized standing in form and substance reasonably satisfactory to the Corporation and the Warrant Agent to such effect.

- If transfer is to a U.S. Person, check this box.

DATED this ____ day of_____, 20____.

SPACE FOR GUARANTEES OF SIGNATURES (BELOW)	)	
	)	_____
	)	Signature of Transferor
	)	
_____	)	_____
Guarantor's Signature/Stamp	)	Name of Transferor
	)	

REASON FOR TRANSFER – For US Residents only (where the individual(s) or corporation receiving the securities is a US resident). Please select only one (see instructions below).

Gift Estate Private Sale Other (or no change in ownership)

Date of Event (Date of gift, death or sale): Value per Warrant on the date of event:

/ / $. **CAD OR USD**

CERTAIN REQUIREMENTS RELATING TO TRANSFERS – READ CAREFULLY

The signature(s) of the transferor(s) must correspond with the name(s) as written upon the face of this certificate(s), in every particular, without alteration or enlargement, or any change whatsoever. All securityholders or a legally authorized representative must sign this form. The signature(s) on this form must be guaranteed in accordance with the transfer agent's then current guidelines and requirements at the time of transfer. Notarized or witnessed signatures are not acceptable as guaranteed signatures. As at the time of closing, you may choose one of the following methods (although subject to change in accordance with industry practice and standards):

- **Canada and the USA:** A Medallion Signature Guarantee obtained from a member of an acceptable Medallion Signature Guarantee Program (STAMP, SEMP, NYSE, MSP). Many commercial banks, savings banks, credit unions, and all broker dealers participate in a Medallion Signature Guarantee Program. The Guarantor must affix a stamp bearing the actual words “Medallion Guaranteed”, with the correct prefix covering the face value of the certificate.

- **Canada:** A Signature Guarantee obtained from an authorized officer of the Royal Bank of Canada, Scotia Bank or TD Canada Trust. The Guarantor must affix a stamp bearing the actual words “Signature Guaranteed”, sign and print their full name and alpha numeric signing number. Signature Guarantees are not accepted from Treasury Branches, Credit Unions or Caisse Populaires unless they are members of a Medallion Signature Guarantee Program. For corporate holders, corporate signing resolutions, including certificate of incumbency, are also required to accompany the transfer, unless there is a “Signature & Authority to Sign Guarantee” Stamp affixed to the transfer (as opposed to a “Signature Guaranteed” Stamp) obtained from an authorized officer of the Royal Bank of Canada, Scotia Bank or TD Canada Trust or a Medallion Signature Guarantee with the correct prefix covering the face value of the certificate.

- **Outside North America:** For holders located outside North America, present the certificates(s) and/or document(s) that require a guarantee to a local financial institution that has a corresponding Canadian or American affiliate which is a member of an acceptable Medallion Signature Guarantee Program. The corresponding affiliate will arrange for the signature to be over-guaranteed.

OR

The signature(s) of the transferor(s) must correspond with the name(s) as written upon the face of this certificate(s), in every particular, without alteration or enlargement, or any change whatsoever. The signature(s) on this form must be guaranteed by an authorized officer of Royal Bank of Canada, Scotia Bank or TD Canada Trust whose sample signature(s) are on file with the transfer agent, or by a member of an acceptable Medallion Signature Guarantee Program (STAMP, SEMP, NYSE, MSP). Notarized or witnessed signatures are not acceptable as guaranteed signatures. The Guarantor must affix a stamp bearing the actual words: “SIGNATURE GUARANTEED”, “MEDALLION GUARANTEED” OR “SIGNATURE & AUTHORITY TO SIGN GUARANTEE”, all in accordance with the transfer agent’s then current guidelines and requirements at the time of transfer. For corporate holders, corporate signing resolutions, including certificate of incumbency, will also be required to accompany the transfer unless there is a “SIGNATURE & AUTHORITY TO SIGN GUARANTEE” Stamp affixed to the Form of Transfer obtained from an authorized officer of the Royal Bank of Canada, Scotia Bank or TD Canada Trust or a “MEDALLION GUARANTEED” Stamp affixed to the Form of Transfer, with the correct prefix covering the face value of the certificate.

REASON FOR TRANSFER – FOR US RESIDENTS ONLY

Consistent with US IRS regulations, Odyssey Trust Company is required to request cost basis information from US securityholders. Please indicate the reason for requesting the transfer as well as the date of event relating to the reason. The event date is not the day in which the transfer is finalized, but rather the date of the event which led to the transfer request (i.e. date of gift, date of death of the securityholder, or the date the private sale took place).

SCHEDULE "B"
EXERCISE FORM

TO: TERRASCEND CORP.

AND TO: ODYSSEY TRUST COMPANY

The undersigned holder of the Warrants evidenced by this Warrant Certificate hereby exercises the right to acquire _____ (A) Common Shares of TerrAscend Corp.

Exercise Price Payable: _____
((A) multiplied by US$1.95, subject to adjustment)

The undersigned hereby exercises the right of such holder to be issued, and hereby subscribes for, Common Shares that are issuable pursuant to the exercise of such Warrants on the terms specified in such Warrant Certificate and in the Warrant Indenture.

Any capitalized term in this Warrant Certificate that is not otherwise defined herein, shall have the meaning ascribed thereto in the Warrant Indenture.

The undersigned represents, warrants and certifies as follows (one (only) of the following must be checked):

- (A) the undersigned holder at the time of exercise of the Warrants (i) is not in the United States, (ii) is not a U.S. Person, (iii) is not exercising the Warrants for the account or benefit of a U.S. Person or a person in the United States, (iv) did not execute or deliver this exercise form in the United States and (v) delivery of the underlying Common Shares will not be to an address in the United States; OR

- (B) the undersigned holder (a) is the original U.S. purchaser who purchased the Warrants pursuant to the Offering or the Debenture Offering, as applicable, who delivered the Accredited Investor Certificate attached to the subscription agreement in connection with its purchase of Units, (b) is exercising the Warrants for its own account or for the account of a disclosed principal that was named in the subscription agreement pursuant to which it purchased such Units, and (c) is, and such disclosed principal, if any, is an "accredited investor" as defined in Rule 501(a) of Regulation D under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**") at the time of exercise of these Warrants and the representations and warranties of the holder made in the original subscription agreement including the U.S. Accredited Investor Certificate remain true and correct as of the date of exercise of these Warrants; OR

- (C) the undersigned holder (a) is the original U.S. purchaser who purchased the Warrants pursuant to the Offering or Debenture Offering, as applicable, who delivered the Accredited Investor Certificate attached to the subscription agreement in connection with its purchase of Units, (b) is exercising the Warrants for its own account or for the account of a disclosed principal that was named in the subscription agreement pursuant to which it purchased such Units, and (c) is, and such disclosed principal, if any, is a "qualified institutional buyer" within the meaning of Rule 144A under the U.S. Securities Act and is an "accredited investor" as defined in Rule 501(a) of Regulation D under the U.S. Securities Act at the time of exercise of these Warrants and the representations and warranties of the holder made in the original subscription agreement including the Accredited Investor Certificate remain true and correct as of the date of exercise of these Warrants; OR

- (D) the undersigned holder has delivered to the Corporation and the Corporation's Warrant Agent an opinion of counsel (which will not be sufficient unless it is in form and substance reasonably satisfactory to the Corporation and Warrant Agent) or such other evidence reasonably satisfactory to the Corporation and Warrant Agent to the effect that with respect to the Common Shares to be delivered upon exercise of the Warrants, the issuance of such securities has been registered under the U.S. Securities Act, or an exemption from such registration requirements is available.

It is understood that the Corporation and Odyssey Trust Company may require evidence to verify the foregoing representations.

Notes:

(1) Certificates will not be registered or delivered to an address in the United States unless one of Box B, C or D above is checked.

(2) If Box D above is checked, holders are encouraged to consult with the Corporation and the Warrant Agent in advance to determine that the legal opinion tendered in connection with the exercise will be satisfactory in form and substance to the Corporation and the Warrant Agent.

(3) "United States" and "U.S. Person" are as defined in Rule 902 of Regulation S under the U.S. Securities Act.

The undersigned hereby irrevocably directs that the said Common Shares be issued, registered and delivered as follows:

Name(s) in Full and Social Insurance Number(s) (if applicable)	Address(es)	Number of Common Shares

Please print full name in which certificates representing the Common Shares are to be issued. If any Common Shares are to be issued to a person or persons other than the registered holder, the registered holder must pay to the Warrant Agent all eligible transfer taxes or other government charges, if any, and the Form of Transfer must be duly executed.

Once completed and executed, this Exercise Form must be mailed or delivered to **Odyssey Trust Company, at Trader's Bank Building, 702, 67 Yonge Street, Toronto, ON M5E 1J8, Attn: Corporate Trust**

DATED this ____day of _____, 202__.

)))
)))
)

Witness

(Signature of Warrantholder, to be the same as
appears on the face of this Warrant Certificate)

Name of Registered Warrantholder

✪ Please check if the certificates representing the Common Shares are to be delivered at the office where this Warrant Certificate is surrendered, failing which such certificates will be mailed to the address set out above. Certificates will be delivered or mailed as soon as practicable after the surrender of this Warrant Certificate to the Warrant Agent.

Certain confidential information contained in this document, marked by [***], has been omitted because the Company has determined that the information (i) is not material and (ii) would likely cause competitive harm if publicly disclosed.

TERRASCEND CORP.

SUBSCRIPTION AGREEMENT FOR UNITS

TO: TERRASCEND CORP.

The Subscriber (as hereinafter defined) hereby irrevocably subscribes for and agrees to purchase from TerrAscend Corp. (the "**Corporation**") that number of units (the "**Units**") set out below at a price of US$1.50 per Unit (the "**Subscription Price**"). Each Unit shall be comprised of: (i) one common share in the capital of the Corporation (each a "**Common Share**") (ii) one-half of one Common Share purchase warrant (each Common Share purchase warrant, a "**Warrant**"). Each Warrant will entitle the holder to acquire one Common Share from the Corporation at a price of US$1.95 per Common Share for a period of 24 months following the Closing Date (as defined herein). The Subscriber agrees to be bound by the terms and conditions set forth in the attached "Terms and Conditions of Subscription for Units" including without limitation the terms, representations, warranties and covenants set forth in the applicable schedules attached thereto. The Subscriber further agrees, without limitation, that the Corporation may rely upon the Subscriber's representations, warranties and covenants contained in such documents.

SUBSCRIPTION AND SUBSCRIBER INFORMATION

Please print all information (other than signatures), as applicable, in the space provided below

Number of Units: _____ **x US$1.50**

(Name of Subscriber)

Account Reference (if applicable):

Aggregate Subscription Cost:
(the "**Subscription Amount**")

By:
Authorized Signature

(Official Capacity or Title – if the Subscriber is not an individual)

Please complete if purchasing as agent or trustee for a principal (beneficial purchaser) (a "Disclosed Principal") and not purchasing as trustee or agent for accounts fully managed by it.

(Name of individual whose signature appears above if different than the name of the subscriber printed above.)

(Name of Disclosed Principal)

(Subscriber's Residential Address, including Province and Postal Code)

(Address of Disclosed Principal)

(Account Reference, if applicable)

(Subscriber's Telephone Number) (Email Address)

The Subscriber hereby provides the following registration and delivery instructions in connection with the Units being purchased hereunder.

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Account Registration Information:

(Name)

(Account Reference, if applicable)

(Address, including Postal Code)

Delivery Instructions as set forth below:

(Name)

(Account Reference, if applicable)

(Address)

(Contact Name) (Telephone Number)

Number and kind of securities of the Corporation held, directly or indirectly, if any:

_____

_____

State whether Subscriber is an Insider (as defined herein) of the Corporation:

Yes FORMCHECKBOX No FORMCHECKBOX

State whether Subscriber is a Registrant (as defined herein) of the Corporation:

Yes FORMCHECKBOX No FORMCHECKBOX

State whether Subscriber is a Related Person (as defined herein) of the Corporation:

Yes FORMCHECKBOX No FORMCHECKBOX

State whether Subscriber is a member of a Pro Group:

Yes FORMCHECKBOX No FORMCHECKBOX

Return by:

June 15, 2023

Return as directed by the Corporation

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TERMS AND CONDITIONS OF SUBSCRIPTION FOR COMMON SHARES

ARTICLE 1 - INTERPRETATION

1.1Definitions

Whenever used in this Subscription Agreement, unless there is something in the subject matter or context inconsistent therewith, the following words and phrases shall have the respective meanings ascribed to them as follows:

"**Business Day**" means any day, other than (a) a Saturday, Sunday or statutory holiday in the Province of Ontario, and (b) a day on which banks are generally closed in the Province of Ontario.

"**Closing**" shall have the meaning ascribed to such term in Section 4.1.

"**Closing Date**" shall have the meaning ascribed to such term in Section 4.1.

"**Closing Time**" shall have the meaning ascribed to such term in Section 4.1.

"**Common Shares**" has the meaning ascribed thereto on the face page of this Subscription Agreement.

"**Concurrent Brokered Offering**" means the Corporation's concurrent brokered offering of Units.

"**Corporation**" means TerrAscend Corp. and includes any successor corporation to or of the Corporation.

"**CSE**" means the Canadian Securities Exchange.

"**Disclosed Principal**" shall have the meaning ascribed to such term on the face page of this Subscription Agreement.

"**Federal Cannabis Laws**" means any U.S. federal laws, civil, criminal or otherwise, as such relate, either directly or indirectly, to the cultivation, harvesting, production, distribution, sale and possession of cannabis, marijuana or related substances or products containing or relating to the same, including, without limitation, the prohibition on drug trafficking under 21 U.S.C. § 841(a), et seq., the conspiracy statute under 18 U.S.C. § 846, the bar against aiding and abetting the conduct of an offense under 18 U.S.C. § 2, the bar against misprision of a felony (concealing another's felonious conduct) under 18 U.S.C. § 4, the bar against being an accessory after the fact to criminal conduct under 18 U.S.C. § 3, and federal money laundering statutes under 18 U.S.C. §§ 1956, 1957, and 1960 and the regulations and rules promulgated under any of the foregoing.

"**Government Authority**" means any federal, national, supranational, state, provincial, local, foreign or other government, political subdivision, governmental, regulatory or administrative authority, agency, department, ministry, board, commission, task force or any court, tribunal, judicial, self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator or arbitral body, court or tribunal of competent jurisdiction, customs and any other regulatory or administrative equivalent governmental entity in any country or territory with jurisdiction over the Corporation or any of its subsidiaries.

"**Insider**" shall have the meaning ascribed to such term in subsection 1(1) of the *Securities Act* (Ontario).

"**International Jurisdiction**" shall have the meaning ascribed to such term in Section 6.1.

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"**NI 45-106**" means National Instrument 45-106 - *Prospectus Exemptions*.

"**Offering**" means the offering of Units to be issued and sold by the Corporation directly to the Subscriber pursuant to this Subscription Agreement and to other subscribers pursuant to similar subscription agreements concurrently with the Concurrent Brokered Offering.

"**person**" means any individual, corporation, partnership, trust, fund, association, syndicate, organization or other organized group of persons, whether incorporated or not, and an individual or other person in that person's capacity as a trustee, executor, administrator or personal or other legal representative.

"**Registrant**" means a dealer, adviser, investment fund manager, an ultimate designated person or chief compliance officer as those terms are used pursuant to the Securities Laws, or a person (as that term is defined herein) registered or otherwise required to be registered under the Securities Laws.

"**Related Person**" shall have the meaning ascribed to such term in Policy 1 of the Issuer Policies of the CSE.

"**SEC**" means the United States Securities and Exchange Commission.

"**Securities Laws**" means as applicable, the securities laws, regulations, rules, blanket rulings, policies, notices, interpretation notes, orders and multilateral or national instruments adopted by the Securities Regulators and the rules of the CSE.

"**Securities Regulators**" means the securities commission or other securities regulatory authorities of all of the Selling Jurisdictions or the relevant Selling Jurisdictions as the context so requires.

"**Selling Jurisdictions**" means the provinces and territories of Canada, the United States and such other jurisdictions in Canada and outside of Canada in which the Corporation offers and sells the Units.

"**State and/or Local Cannabis Regulations**" means any criminal, civil or administrative statute, regulation, ordinance, decree, court order or other proclamation having the force of law, enacted, adopted or issued by any state Government Authority or local Government Authority in the United States pertaining to the criminalization, decriminalization, regulation, or licensing of medical and/or recreational cannabis sales, consumption, cultivation, distribution, or storage.

"**State and/or Local Cannabis License**" means any license required by a state or municipality in order to operate a cannabis business or to own or lease property used by a cannabis business within that state or municipality's jurisdiction.

"**Subscriber**" means the subscriber for the Units as set out on the face page of this Subscription Agreement and includes, as applicable, each Disclosed Principal for whom it is acting.

"**Subscription Agreement**" means this subscription agreement (including any schedules hereto) and any instrument amending this Subscription Agreement; "**herein**", "**hereof**", "**hereto**", "**hereunder**", and similar expressions mean and refer to this Subscription Agreement and not to a particular Article or Section; and the expression "**Article**" or "**Section**" followed by a number means and refers to the specified Article or Section of this Subscription Agreement.

"**Subscription Amount**" shall have the meaning ascribed to such term on the face page of this Subscription Agreement.

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"**Subscription Price**" shall have the meaning ascribed to such term on the face page of this Subscription Agreement.

"**Term Sheet**" means the term sheet attached hereto as Schedule "A".

"**Warrants**" has the meaning ascribed thereto on the face page of this Subscription Agreement.

"**Underlying Shares**" means the Common Shares issuable upon exercise of the Warrants.

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

"**Units**" has the meaning ascribed thereto on the face page of this Subscription Agreement.

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

1.2Gender and Number

Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and words importing persons shall include firms and corporations and vice versa.

1.3Currency

Unless otherwise specified, all dollar amounts in this Subscription Agreement, including the symbol "$", are expressed in Canadian dollars.

1.4Subdivisions and Headings

The division of this Subscription Agreement into Articles, Sections, Schedules and other subdivisions and the inclusion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Subscription Agreement. The headings in this Subscription Agreement are not intended to be full or precise descriptions of the text to which they refer. Unless something in the subject matter or context is inconsistent therewith, references herein to an Article, Section, Subsection, paragraph, clause or Schedule are to the applicable article, section, subsection, paragraph, clause or schedule of this Subscription Agreement.

ARTICLE 2 - SCHEDULES

2.1Description of Schedules

The following are the Schedules attached to and incorporated in this Subscription Agreement by reference and deemed to be a part hereof:

Schedule "A" - Term Sheet
Schedule "B" - Accredited Investor Certificate
Schedule "C" - Contact Information For Canadian Securities Commissions
Schedule "D" - Wire Instructions

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ARTICLE 3- SUBSCRIPTION AND TERMS OF THE COMMON SHARES

3.1Subscription for Units

The Subscriber hereby confirms its irrevocable subscription for the number of Units as set out on the face page hereof from the Corporation, on and subject to the terms and conditions set out in this Subscription Agreement, for the Subscription Amount which is payable as described in Article 4 hereto.

3.2Terms of the Warrants

The Warrants shall be in the same form issued to subscribers in the Concurrent Brokered Offering. A summary of certain terms of the Warrant are set forth in the Term Sheet attached hereto as Schedule "A", however reference should be made to the definitive terms of the Warrants. In the event of an inconsistency between the Term Sheet and the terms of the Warrant, the terms of the Warrants shall be paramount and shall govern.

3.3Acceptance and Rejection of Subscription by the Corporation

The Subscriber acknowledges and agrees that the Corporation reserves the right, in its absolute discretion, to reject this subscription for Units, in whole or in part, at any time prior to the Closing Time. If this subscription is rejected in whole, any cheques or other forms of payment delivered to the Corporation representing the Subscription Amount will be promptly returned to the Subscriber without interest or deduction. If this subscription is accepted only in part, a cheque representing any refund of the Subscription Amount for that portion of the subscription for the Units which is not accepted, will be promptly delivered to the Subscriber without interest or deduction.

ARTICLE 4 - CLOSING

4.1Closing

Delivery and sale of the Units and payment of the Subscription Amount will be completed (the "**Closing**") at the offices of the Corporation's counsel, Cassels Brock & Blackwell LLP in Toronto, Ontario at 9:00 a.m. (Toronto time) (the "**Closing Time**") on June 20, 2023 or such other place, date or time as the Corporation may determine (the "**Closing Date**"), provided such date is not later than a day mandated by the CSE. If, on or prior to the Closing Time, the terms and conditions contained in this Subscription Agreement have been complied with to the satisfaction of the Corporation (including payment of the Subscription Amount), or waived by the Corporation, the Corporation shall deliver or cause to be delivered to the Subscriber, the Common Shares and Warrants, by way of electronic deposit with CDS and/or in certificated form.

If, prior to the Closing Time, the terms and conditions contained in this Subscription Agreement (other than the delivery of the Common Shares and Warrants by way of electronic deposit with CDS and/or in certificated form) have not been complied with to the satisfaction of the Corporation, or waived by the Corporation, the Corporation and the Subscriber will have no further obligations under this Subscription Agreement.

4.2Conditions of Closing

The Subscriber acknowledges and agrees that the obligations of the Corporation hereunder are conditional on the accuracy of the representations and warranties of the Subscriber contained in this Subscription Agreement as of the date of this Subscription Agreement and the Corporation is relying on the truth of the representations and warranties of the Subscriber contained in this Subscription Agreement as of the date of this

Subscription Agreement, and as of the Closing Time as if made at and as of the Closing Time, and the fulfillment of the following additional conditions as soon as possible and in any event not later than the Closing Time:

(a)on or before June 15, 2023, payment by the Subscriber of the Subscription Amount by certified cheque or bank draft in United States dollars payable in accordance with the wire instructions attached hereto as Schedule "D" or such other payment method as may be directed by the Corporation;

(b)on or before June 15, 2023, the Subscriber having properly completed, signed and delivered this Subscription Agreement (including the Accredited Investor Certificate in Schedule "B", as applicable, including any exhibit attached thereto, as applicable) to:

TerrAscend Corp.
Attention: Keith Stauffer
Email: [***]

(c)the Subscriber having executed and returned to the Corporation, at the Corporation's request, all other documents as may be required by the Securities Laws for delivery by the Corporation on behalf of the Subscriber;

(d)the Corporation accepting the Subscriber's subscription, in whole or in part;

(e)the Corporation having obtained all necessary approvals and consents and regulatory approvals in respect of the Offering;

(f)the issue and sale of the Units being exempt from the requirement to file a prospectus or registration statement and the requirement to deliver an offering memorandum under applicable Securities Laws relating to the offer and sale of the Units, or the Corporation having received such orders, consents or approvals as may be required to permit such sale without the requirement to file a prospectus or registration statement or to deliver an offering memorandum;

(g)the closing of the Concurrent Brokered Offering; and

(h)all documentation relating to the offer, sale and issuance of the Units being in form and substance satisfactory to the Corporation.

4.3Authorization of the Corporation

The Subscriber irrevocably authorizes the Corporation, in its discretion, to act as the Subscriber's representative in connection with the Offering and at the Closing, and hereby appoints the Corporation, with full power of substitution, as its true and lawful attorney with full power and authority in the Subscriber's place and stead:

(a)to authorize the electronic deposit of the Common Shares and Warrants into CDS and/or to receive certificates representing the Common Shares and Warrants, to execute in the Subscriber's name and on its behalf all closing receipts and required documents, to complete and correct any errors or omissions in any form or document provided by the Subscriber, including this Subscription Agreement and the Schedules hereto, in connection with the subscription for the Units;

(b)to extend such time periods and to waive, in whole or in part, any representations, warranties, covenants or conditions for the Subscriber's benefit contained in this Subscription Agreement or any ancillary or related document;

(c)to terminate or not deliver this Subscription Agreement if any condition precedent is not satisfied, in such manner and on such terms and conditions as the Corporation in its sole discretion may determine; and

(d)without limiting the generality of the foregoing, to negotiate, settle, execute, deliver and amend any ancillary documents in connection with the Offering.

This power of attorney is irrevocable, is coupled with an interest and has been given for valuable consideration, the receipt and adequacy of which is acknowledged. This power of attorney and other rights and privileges granted under this section will survive any legal or mental incapacity, dissolution, bankruptcy or death of the Subscriber. This power of attorney extends to the heirs, executors, administrators, other legal representatives and successors, transferees and assigns of the Subscriber. Any person dealing with the Corporation may conclusively presume and rely upon the fact that any document, instrument or agreement executed by the Corporation pursuant to this power of attorney is authorized and binding on the Corporation, without further inquiry. The Subscriber agrees to be bound by any representations or actions made or taken by the Corporation pursuant to this power of attorney, and waives any and all defences that may be available to contest, negate or disaffirm any action of the Corporation taken in good faith under this power of attorney.

ARTICLE 5 - REPRESENTATIONS AND WARRANTIES OF THE CORPORATION

5.1Representations, Warranties and Covenants of the Corporation

The Corporation hereby acknowledges, represents and warrants to, and covenants with, the Subscriber as to the same acknowledgements, representations, warranties and covenants made and given by the Corporation to the subscribers in the Concurrent Brokered Offering and the Corporation acknowledges that the Subscriber is relying on such acknowledgments, representations, warranties and covenants in connection with the transactions contemplated herein.

ARTICLE 6 - ACKNOWLEDGEMENTS, COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE SUBSCRIBER

6.1Acknowledgements, Representations, Warranties and Covenants of the Subscriber

The Subscriber, on its own behalf and, if applicable, on behalf of each beneficial purchaser, including any Disclosed Principal, for whom it is acting hereunder, hereby acknowledges, represents and warrants to, and covenants with, the Corporation as follows and acknowledges that the Corporation is relying on such acknowledgments, representations, warranties and covenants in connection with the transactions contemplated herein:

(a)The Subscriber certifies that it is resident, or if not an individual has its head office, in the jurisdiction set out on the face page of this Subscription Agreement. Such address was not created and is not being used solely for the purpose of acquiring the Units and the Subscriber was solicited to purchase the Units in only such jurisdiction.

(b)The Subscriber was not created or used solely to purchase or hold securities as an "accredited investor" within the meaning of NI 45-106.

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(c)The Subscriber is an “accredited investor” as defined in Rule 501 of Regulation D promulgated under the U.S. Securities Act. The Subscriber agrees to furnish any additional information requested by the Corporation or any of its affiliates to assure compliance with applicable U.S. federal and state securities laws in connection with the purchase and sale of the Units. Each Subscriber, regardless of residency, has properly completed, executed and delivered to the Corporation the certificate as set forth in Schedule “B” (Accredited Investor Certificate), and the information contained therein is true and correct as of the date hereof and will be true and correct as of the Closing Time.

(d)If the Subscriber is a resident of a country other than Canada or the United States (an “**International Jurisdiction**”) then, in addition to the other representations and warranties contained herein, the Subscriber represents and warrants that:

(i)the Subscriber is knowledgeable of, or has been independently advised as to, the applicable securities laws of the International Jurisdiction which would apply to this Subscription Agreement, if any;

(ii)the Subscriber is purchasing the Units pursuant to exemptions from any prospectus, registration or similar requirements under the applicable securities laws of that International Jurisdiction or, if such is not applicable, the Subscriber is permitted to purchase the Units under the applicable securities laws of the International Jurisdiction without the need to rely on such an exemption;

(iii)the applicable securities laws of the International Jurisdiction do not require the Corporation to file a prospectus, registration statement or similar document, to register the Common Shares, Warrants or Underlying Shares or to make any filings with or seek any approvals of any kind whatsoever from any regulatory authority of any kind whatsoever in the International Jurisdiction;

(iv)the delivery of this Subscription Agreement, the acceptance of it by the Corporation and the issuance of the Common Shares, Warrants or Underlying Shares to the Subscriber complies with or will comply with, as applicable, all applicable laws of the Subscriber’s jurisdiction of residence or domicile and all other applicable laws and will not cause the Corporation to become subject to or required to comply with any disclosure, prospectus or reporting requirements under any such applicable laws; and

(v)The Subscriber will, if requested by the Corporation or its counsel, deliver to the Corporation a certificate or opinion of local counsel from the International Jurisdiction in which the Subscriber resides which will confirm the matters referred to in subsections (ii), (iii) and (iv) above to the satisfaction of the Corporation and its counsel, acting reasonably.

(e)The Subscriber acknowledges that the distribution of the Units in Canada is being made on an exempt distribution basis and that any resale of the Common Shares or Warrants in Canada must be made through an appropriately registered dealer or in accordance with an available exemption from the dealer registration requirements of applicable securities laws, and in accordance with, or pursuant to an exemption from, the prospectus requirements of such laws, which vary depending on the province.

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(f)The acknowledgements, representations, warranties, covenants and information of the Subscriber contained in this Subscription Agreement (including Schedule “B”) are true and correct as of the date of execution of this Subscription Agreement and will be true and correct as of the Closing Time.

(g)The Subscriber is aware that none of the Common Shares, Warrants or Underlying Shares have been and none of them will be registered under the U.S. Securities Act or the securities laws of any state and that the Common Shares, Warrants or Underlying Shares may not be offered or sold, directly or indirectly, in the United States unless registered under the U.S. Securities Act and the securities laws of all applicable states of the United States or unless an exemption from such registration requirements is available, and the Subscriber acknowledges that the Corporation has no obligation or present intention of filing a registration statement under the U.S. Securities Act or applicable state securities laws in respect of any of the Common Shares, Warrants or Underlying Shares.

(h)The Subscriber undertakes and agrees that it will not offer or sell any of the Common Shares, Warrants or Underlying Shares unless such securities are registered under the U.S. Securities Act and the securities laws of all applicable states of the United States, or an exemption from such registration requirement is available.

(i)The Subscriber represents and warrants that, to its knowledge, the offer, sale and issuance of the Units to the Subscriber under this Agreement is not a transaction, or part of a chain of transactions which, although in technical compliance with an available exemptions under the U.S. Securities Act, is part of a plan or scheme to evade the registration requirements of the U.S. Securities Act.

(j)The execution and delivery of this Subscription Agreement, the performance and compliance with the terms hereof, the subscription for the Units and the completion of the transactions described herein by the Subscriber will not result in any material breach of, or be in conflict with or constitute a material default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a material default under any term or provision of the constating documents, by-laws or resolutions of the Subscriber, the Securities Laws or any other laws applicable to the Subscriber, any agreement to which the Subscriber is a party, or any judgment, decree, order, statute, rule or regulation applicable to the Subscriber.

(k)The Subscriber is subscribing for the Units as principal for its own account and not for the benefit of any other person (within the meaning of applicable Securities Laws), unless it is subscribing as agent for a Disclosed Principal or acting as trustee or agent for a fully managed account (including for certainty, a portfolio manager or comparable advisor). If it is subscribing as agent for a Disclosed Principal, it has disclosed the name of the Disclosed Principal on the face page of this Subscription Agreement and acknowledges that the Corporation may be required by law to disclose to certain regulatory authorities the identity of each Disclosed Principal for whom the Subscriber is acting.

(l)In the case of a subscription for the Units by the Subscriber acting as trustee or agent for a fully managed account (including for greater certainty, a portfolio manager or comparable advisor) or as agent for a Disclosed Principal, the Subscriber is duly authorized to execute and deliver this Subscription Agreement and all other necessary

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documentation in connection with such subscription on behalf of the fully managed account or Disclosed Principal, as applicable and this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of and constitutes a legal, valid and binding agreement of, the fully managed account or Disclosed Principal, as applicable.

(m)In the case of a subscription for the Units by the Subscriber acting as principal, this Subscription Agreement (and all other documentation in connection with such subscription) has been duly authorized, executed and delivered by, and constitutes a legal, valid and binding agreement of, the Subscriber. This Subscription Agreement will be enforceable in accordance with its terms against the Subscriber.

(n)If the Subscriber is:

(i)a corporation, the Subscriber is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and has all requisite legal and corporate power and authority to execute and deliver this Subscription Agreement, to subscribe for the Units as contemplated herein and to carry out and perform its covenants and obligations hereunder and has obtained all necessary approvals in respected thereof and the individual signing this Subscription Agreement has been duly authorized to execute and deliver this Subscription Agreement;

(ii)a partnership, syndicate or other form of unincorporated organization, the Subscriber has the necessary legal capacity and authority to execute and deliver this Subscription Agreement, to subscribe for the Units as contemplated herein and to carry out and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof and the individual signing this Subscription Agreement has been duly authorized to execute and deliver this Subscription Agreement; or

(iii)an individual, the Subscriber is of the full age of majority in his or her jurisdiction of residence and is legally competent to execute, deliver and be bound by this Subscription Agreement, to subscribe for the Units as contemplated herein and to carry out and perform his or her covenants and obligations hereunder.

(o)There is no person acting or purporting to act in connection with the Offering who is entitled to any brokerage or finder's fee. If any person establishes a claim that any fee or other compensation is payable in connection with this subscription for the Units, the Subscriber covenants to indemnify and hold harmless the Corporation with respect thereto and with respect to all costs reasonably incurred in the defence thereof.

(p)The Subscriber is not acting jointly or in concert with any other subscriber in connection with the Offering for the purpose of the acquisition of the Units.

(q)If required by applicable Securities Laws or the Corporation, the Subscriber will execute, deliver and file or assist the Corporation in filing such reports, undertakings and other documents with respect to the issue and/or sale of the Units and the Common Shares and Warrants comprising the Units as may be required by any securities commission, stock exchange or other regulatory authority.

(r)The Subscriber has been advised to consult its own legal advisors with respect to the execution, delivery and performance by it of the Subscription Agreement and the transactions contemplated by this Subscription Agreement, including but not limited to, trading in the Common Shares, Warrants or Underlying Shares and with respect to the hold periods and resale restrictions imposed by the Securities Laws of the jurisdiction in which the Subscriber resides and other applicable securities laws, and acknowledges that no representation has been made by the Corporation respecting the applicable hold periods imposed by the Securities Laws or other resale restrictions applicable to such securities which restrict the ability of the Subscriber (or others for whom it is contracting hereunder) to resell such securities, that the Subscriber (or others for whom it is contracting hereunder) is solely responsible to find out what these restrictions are and the Subscriber is solely responsible (and the Corporation is not in any way responsible) for compliance with applicable resale restrictions and the Subscriber is aware that it (or beneficial persons for whom it is contracting hereunder) may not be able to resell such securities except in accordance with limited exemptions under the Securities Laws and other applicable securities laws.

(s)The Subscriber has not received or been provided with, nor has it requested, nor does it have any need to receive, a prospectus, offering memorandum, within the meaning of the Securities Laws, or any sales or advertising literature in connection with the Offering or any document purporting to describe the business and affairs of the Corporation which has been prepared for review by prospective purchasers to assist such purchasers in making an investment decision in respect of the Units and the Subscriber's decision to subscribe for the Units was not based upon, and the Subscriber has not relied upon, any verbal or written representations as to facts made by or on behalf of the Corporation, or any employee, agent or affiliate thereof or any other person associated therewith, except as set forth herein. The Subscriber's decision to subscribe for the Units was based solely upon this Subscription Agreement, the Term Sheet attached hereto as Schedule "A" and information about the Corporation which is publicly available (any such information having been obtained by the Subscriber without independent investigation or verification by the Corporation).

(t)The Subscriber is not purchasing the Units with knowledge of material information or knowledge of a "material fact" or "material change" (as those terms are defined in applicable Securities Laws) concerning the Corporation which has not been generally disclosed.

(u)Neither the Corporation nor any of its directors, employees, officers, affiliates or agents has made any written or oral representations:

(i)that any person will resell or repurchase the Common Shares, Warrants or Underlying Shares;

(ii)that any person will refund all or any part of the Subscription Amount; or

(iii)as to the future price or value of the Common Shares, Warrants or Underlying Shares.

(v)The subscription for the Units has not been made through or as a result of, and the distribution of the Units is not being accompanied by any advertisement, including without limitation in advertisements, articles, notices or other printed public media,

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radio, television, internet or other form of telecommunications, including electronic display, or as part of a general solicitation, including by means of any “general solicitation” or “general advertising” (as such terms are used in Regulation D under the U.S. Securities Act).

(w)The Subscriber confirms that it:

(i)has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks (including the potential loss of its entire investment) of its proposed investment in the Units;

(ii)is capable of assessing the merits and risks (including the potential loss of their entire investment) of the proposed investment in the Units;

(iii)is aware of the characteristics of the Units and understands the risks relating to an investment therein; and

(iv)is able to bear the economic risk of loss of its investment in the Units.

(x)The funds representing the Subscription Amount which will be advanced by the Subscriber to the Corporation hereunder, will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the “**PCMLTFA**”) and the Subscriber acknowledges that the Corporation may in the future be required by law to disclose the Subscriber’s name and other information relating to this Subscription Agreement and the Subscriber’s subscription hereunder, on a confidential basis, pursuant to the PCMLTFA. The Subscriber represents and covenants that (a) to the best of the Subscriber’s knowledge, none of the Subscription Amount to be provided by the Subscriber (i) has been or will be derived from or related to any activity that is deemed criminal under the laws of Canada, the United States, or any other jurisdiction, or (ii) is being tendered on behalf of a person or entity who has not been identified to the Subscriber, and (b) the Subscriber shall promptly notify the Corporation if the Subscriber discovers that any of such representations cease to be true, and to provide the Corporation with appropriate information in connection therewith.

(y)the Subscriber is purchasing the Units as principal for its own account, or for the account of a beneficial purchaser for which it is acting as fiduciary or agent, for investment purposes only, and not with a view to the resale of distribution of all or any of the Common Shares or Warrants in violation of United States federal or state securities laws;

(z)the Subscriber acknowledges that the Common Shares, Warrants or Underlying Shares have not been registered under the U.S. Securities Act or the securities laws of any state of the United States, and therefore may not be offered or sold unless registered under the U.S. Securities Act and the securities laws of all applicable states of the United States or an exemption from such registration requirements is available, and the Subscriber therefore acknowledges and agrees that the Common Shares, Warrants or Underlying Shares will be “restricted securities” within the meaning of Rule 144 under the U.S. Securities Act, and may not be offered, sold, pledged or otherwise transferred, directly or indirectly, unless (i) they are subsequently registered under the U.S. Securities Act and applicable state securities laws or (ii) an exemption from the registration requirements of the U.S. Securities Act and applicable state securities laws is available,

and that prior to any transfer of the Common Shares, Warrants or Underlying Shares, the Subscriber may be required to deliver to the Corporation and the transfer agent for the Common Shares a legal opinion of recognized counsel, or other evidence in form and substance reasonably satisfactory to the Corporation, to the effect that such transfer does not require registration under the U.S. Securities Act or applicable state securities laws;

(aa)the Subscriber understands, acknowledges and agrees that upon the original issuance of the Common Shares and Underlying Shares, and until such time as the same is no longer required under applicable requirements of the U.S. Securities Act or applicable state securities laws, the certificates representing the Common Shares and Underlying Shares may bear a legend in substantially the following form, in addition to any other legends required by applicable law:

> "THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER SAID ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE GOOD DELIVERY IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."
>
> If the Subscriber is an "affiliate" of the issuer for purposes of Rule 144 under the U.S. Securities Act:
>
> "THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE HELD BY A PERSON WHO MAY BE DEEMED TO BE AN AFFILIATE OF THE ISSUER FOR PURPOSES OF RULE 144 PROMULGATED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). ANY AFFILIATE (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT) OF THE CORPORATION THAT ACQUIRES THE SECURITIES REPRESENTED BY THIS CERTIFICATE (OR ANY INTEREST IN ANY OF THE FOREGOING) MAY NOT RESELL SUCH SECURITY OR SHARE (OR INTEREST THEREIN), AS APPLICABLE, UNLESS IN A TRANSACTION THAT IS REGISTERED UNDER THE SECURITIES ACT OR PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IN A TRANSACTION IMMEDIATELY FOLLOWING WHICH SUCH RESOLD SECURITY OR SHARE (OR INTEREST THEREIN), AS APPLICABLE, IS NOT A "RESTRICTED SECURITY" (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT)."

(bb)the Subscriber understands, acknowledges and agrees that upon the original issuance of the Warrants, and until such time as the same is no longer required under applicable

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requirements of the U.S. Securities Act or applicable state securities laws, the certificates representing the Warrants may bear a legend in substantially the following form, in addition to any other legends required by applicable law:

> "THE SECURITIES REPRESENTED BY THIS CERTIFICATE AND THE COMMON SHARES ISSUABLE ON EXERCISE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER SAID ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE GOOD DELIVERY IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

> If the Subscriber is an "affiliate" of the issuer for purposes of Rule 144 under the U.S. Securities Act:

> "THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE HELD BY A PERSON WHO MAY BE DEEMED TO BE AN AFFILIATE OF THE ISSUER FOR PURPOSES OF RULE 144 PROMULGATED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). ANY AFFILIATE (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT) OF THE CORPORATION THAT ACQUIRES THE SECURITIES REPRESENTED BY THIS CERTIFICATE OR ANY SHARE OF COMMON STOCK ISSUED UPON EXERCISE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE (OR ANY INTEREST IN ANY OF THE FOREGOING) MAY NOT RESELL SUCH SECURITY OR SHARE (OR INTEREST THEREIN), AS APPLICABLE, UNLESS IN A TRANSACTION THAT IS REGISTERED UNDER THE SECURITIES ACT OR PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IN A TRANSACTION IMMEDIATELY FOLLOWING WHICH SUCH RESOLD SECURITY OR SHARE (OR INTEREST THEREIN), AS APPLICABLE, IS NOT A "RESTRICTED SECURITY" (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT)."

(cc)the Subscriber understands and acknowledges that Rule 144 under the U.S. Securities Act may be unavailable for resales of the Common Shares, Warrants or Underlying Shares, and that the Corporation has no obligation to take, and has no present intention of taking, any action to make such Rule 144 available for resales of the Common Shares, Warrants or Underlying Shares;

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(dd)the Subscriber consents to the Corporation making a notation on its records or giving instructions to any transfer agent for the Common Shares in order to implement the restrictions on transfer set forth and described herein;

(ee)the Subscriber has such knowledge and experience in financial and business affairs as to be capable of evaluating the merits and risks of its investment in the Units and is able to, and agrees to, bear the economic risk of loss of its investment;

(ff)the Subscriber understands, acknowledges and agrees that the Common Shares and Warrants may only be held in an account at CDS or a successor depository in Canada, and shall not be held in an account at The Depository Trust Company, or a successor depository within the United States; and

(gg)the Subscriber acknowledges that the Corporation has provided to it the opportunity to ask questions and receive answers concerning the terms and conditions of the offering of the Units and the Subscriber has had access to such information concerning the Corporation as it has considered necessary or appropriate in connection with its investment decision to acquire the Units.

6.2Further Acknowledgments and Covenants of the Subscriber

The Subscriber, on its own behalf and, if applicable, on behalf of each beneficial purchaser, including any Disclosed Principal, for whom it is acting hereunder, hereby acknowledges, covenants and agrees as follows:

(a)It has received and reviewed a copy of the Term Sheet attached hereto as Schedule “A” setting out the principal terms of the Offering. The Warrants shall be in the same form issued to subscribers in the Concurrent Brokered Offering).

(b)There are risks associated with the purchase of the Units and no securities commission, agency, governmental authority, regulatory body, stock exchange or similar regulatory authority has reviewed or passed on the merits of the Units, Common Shares, Warrants or Underlying Shares nor have any such agencies or authorities made any recommendations or endorsements with respect to the Units, Common Shares, Warrants or Underlying Shares.

(c)The Units offered hereby and the underlying Common Shares, Warrants or Underlying Shares, are subject to statutory resale restrictions under the Securities Laws of the jurisdiction in which the Subscriber resides and under other applicable Securities Laws, and the Subscriber covenants that it will not resell the Common Shares, Warrants or Underlying Shares except in compliance with such laws and the Subscriber acknowledges that it is solely responsible (and the Corporation is not in any way responsible) for such compliance.

(d)The Subscriber’s ability to transfer the Common Shares, Warrants or Underlying Shares is limited by, among other things, applicable Securities Laws.

(e)The Common Shares and Warrants (and the Underlying Shares, if issued prior to the date that is four months and one day after the Closing Date) shall have attached to them, whether through the electronic deposit system of CDS, an ownership statement issued under a direct registration system or other electronic book based system, or on

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certificates that may be issued, as applicable, any legends as may be prescribed by CDS in addition to the legend substantially in the following form and with the necessary information inserted:

> **"UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [INSERT DATE THAT IS FOUR (4) MONTHS AND ONE (1) DAY AFTER CLOSING DATE]."**

(f)The Corporation is relying on the acknowledgements, representations, warranties and covenants contained herein and in the applicable Schedules attached hereto to determine the Subscriber's eligibility to subscribe for the Units under applicable Securities Laws. The Subscriber undertakes to immediately notify the Corporation of any change in any statement or other information relating to the Subscriber contained herein or set forth in such applicable Schedules which takes place prior to the Closing Time.

(g)The Corporation is relying on certain exemptions from the requirement to provide the Subscriber with a prospectus under the Securities Laws and, as a consequence of acquiring the Units pursuant to such exemptions:

(i)certain protections, rights and remedies provided by the Securities Laws, including statutory rights of rescission and certain statutory remedies against an issuer, underwriters, auditors, directors and officers that are available to investors who acquire securities offered by a prospectus, will not be available to the Subscriber;

(ii)the common law may not provide the Subscriber with an adequate remedy in the event that it suffers investment losses in connection with its subscription for the Units;

(iii)the Subscriber may not receive information that would otherwise be required to be given under the Securities Laws; and

(iv)the Corporation is relieved from certain obligations that would otherwise apply under the Securities Laws.

(h)The Subscriber is responsible for obtaining such legal and tax advice as it considers appropriate in connection with the execution, delivery and performance of this Subscription Agreement and the transactions contemplated under this Subscription Agreement. The Subscriber is not relying on the Corporation or its affiliates or counsel in this regard.

(i)This offer to subscribe is made for valuable consideration and, after the acceptance hereof by the Corporation, may not be withdrawn, cancelled, terminated or revoked by the Subscriber without the consent of the Corporation.

(j)There is no government or other insurance covering the Units, Common Shares, Warrants or Underlying Shares.

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(k)Legal counsel retained by the Corporation is acting as counsel to the Corporation, not as counsel to the Subscriber.

(l)The offer, issuance, sale and delivery of the Units is conditional upon such sale being exempt from the prospectus filing or registration requirements and the requirements to deliver an offering memorandum in connection with the distribution of the Units under the Securities Laws of the jurisdiction in which the Subscriber resides and other applicable Securities Laws or upon the issuance of such orders, consents or approvals as may be required to permit such sale without the requirement of filing a prospectus.

(m)The Corporation may complete additional financings in the future in order to develop the business of the Corporation and fund its ongoing development, and such future financings may have a dilutive effect on current shareholders or securityholders of the Corporation, including the Subscriber.

(n)There are risks associated with the purchase of the Units and the Subscriber may lose his, her or its entire investment.

(o)The Subscriber acknowledges that this Subscription Agreement and the schedules hereto require the Subscriber to provide certain personal information to the Corporation. Such information is being collected by the Corporation for the purposes of completing the Offering, which includes, without limitation, determining the Subscriber's eligibility to purchase the Units under the Securities Laws and other applicable securities laws, preparing and registering the Common Shares or Warrants to be issued to the Subscriber and completing filings required by any stock exchange or securities regulatory authority. The Subscriber's personal information may be disclosed by the Corporation to: (a) stock exchanges or securities regulatory authorities, (b) the Canada Revenue Agency, and (c) any of the other parties involved in the Offering, including legal counsel and may be included in record books in connection with the Offering. By executing this Subscription Agreement, the Subscriber consents to the foregoing collection, use and disclosure of the Subscriber's personal information. The Subscriber also consents to the filing of copies or originals of any of the Subscriber's documents as may be required to be filed with any stock exchange or securities regulatory authority in connection with the transactions contemplated hereby. The Subscriber represents and warrants that it has the authority to provide the consents and acknowledgements set out in this paragraph on behalf of each Disclosed Principal.

(p)The Subscriber acknowledges and consents to the collection, use and disclosure of personal information, including information provided by the Subscriber on the face page of this Subscription Agreement and in the Schedules attached hereto, by the CSE and its affiliates, authorized agents, subsidiaries and divisions, including the CSE for the following purposes: (i) to verify personal information that has been provided about each individual, (ii) to provide disclosure to market participants as to the security holdings of directors, officers, other insiders and promoters of the issuer or its associates or affiliates, (iii) to conduct enforcement proceedings, and (iv) to perform other investigations as required by and to ensure compliance with all applicable rules, policies, rulings and regulations of the CSE, Securities Laws and other legal and regulatory requirements governing the conduct and protection of the public markets in Canada. As part of this process, the Subscriber further acknowledges that the CSE also collects additional personal information from other sources, including but not limited to, securities regulatory authorities in Canada or elsewhere, investigative, law enforcement or

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self-regulatory organizations, regulations services providers and each of their subsidiaries, affiliates, regulators and authorized agents, to ensure that the purposes set out above can be accomplished. The personal information collected by the CSE may also be disclosed (i) to the aforementioned agencies and organizations or as otherwise permitted or required by law and may be used for the purposes described above for their own investigations, and (ii) on the CSE's website or through printed materials published by or pursuant to the directions of the CSE. The CSE may from time to time use third parties to process information and/or provide other administrative services and may share information with such third party services providers.

(q)The information provided by the Subscriber on the face page of this Subscription Agreement identifying the name, address and telephone number of the Subscriber, the number of Units being purchased hereunder, the Subscription Amount, the Closing Date and the exemption that the Subscriber is relying on in purchasing the Units will be disclosed to certain Securities Regulators, and such information is being indirectly collected by the Securities Regulators under the authority granted to it under securities legislation. This information is being collected for the purposes of the administration and enforcement of the securities legislation of the jurisdiction and policy development. The Subscriber hereby acknowledges and consents to the collection, use, and disclosure of certain personal information by the applicable Security Regulators, including the publishing or otherwise making available to the public personal information including, for individuals, their name, number and type of securities purchased, the total Subscription Amount, and their Insider or Registrant status, if applicable, and for non-individual Subscribers, the above information and their address, contact person name and telephone number and the exemption that the Subscriber is relying on in purchasing the Units. If required by applicable securities legislation, regulatory policy or order or by any securities commission, stock exchange or other regulatory authority, the Subscriber will execute, deliver and file and otherwise assist the Corporation in filing reports, questionnaires, undertakings and other documents with respect to the issuance of the Common Shares and Warrants.

(r)In the event the Subscriber has any questions with respect to the indirect collection of such information by the Securities Regulators, the Subscriber should contact the securities regulatory authority at the contact details provided in Schedule "C".

(s)There may be material tax consequences to the Subscriber of an acquisition or disposition of the Common Shares, Warrants or Underlying Shares, and the Corporation does not give any opinion or make any representation with respect to the tax consequences to the Subscriber under United States federal, state or local, Canadian federal, provincial or local or other foreign tax law with respect to the foregoing.

6.3Industry Specific Acknowledgements and Risks

The Subscriber, on its own behalf and, if applicable, on behalf of each beneficial purchaser, including any Disclosed Principal, for whom it is acting hereunder, hereby acknowledges, covenants and agrees as follows:

(a)*Nature of the business model*. Since the cultivation, manufacturing, possession and distribution of cannabis for medical, adult-use (i.e., recreational) or otherwise, that is not related to research sanctioned by the United States federal government, is prohibited under Federal Cannabis Laws, it is possible that the Corporation may be forced to cease

certain of the Corporation's activities. The United States federal government, through, among others, the Department of Justice ("**DOJ**"), its sub-agency the Drug Enforcement Agency ("**DEA**"), and the Internal Revenue Service ("**IRS**"), have the right to actively investigate, audit and shutdown cannabis growing facilities, processors and retailers. The United States federal government may also attempt to seize property. Any action taken by the DOJ, the DEA and/or the IRS to impede, seize or shutdown the Corporation's operations will have an adverse effect on the Corporation's business, operating results and financial condition.

(b)*Some of the Corporation's business activities, while believed to be compliant with State and/or Local Cannabis Regulations, are prohibited under Federal Cannabis Laws*. In the United States, medical and adult-use cannabis industry operations are largely regulated at the state and local levels. Although certain states and territories of the United States authorize medical and/or adult-use cannabis cultivation, manufacturing and distribution by operating entities licensed or registered under State and/or Local Cannabis Regulations, under Federal Cannabis Laws, the possession, cultivation, manufacturing and distribution of cannabis, for any purpose other than DEA-sanctioned research, and any related drug paraphernalia, is prohibited, and constitute criminal acts under Federal Cannabis Laws, including the Controlled Substances Act ("**CSA**"). The contribution to and involvement in such activities may result in federal civil and/or criminal prosecution, incarceration and/or forfeiture of the Subscriber's entire investment.

Violations of any Federal Cannabis Laws could result in significant fines, penalties, administrative sanctions, convictions or settlements arising from civil proceedings conducted by either the federal government or private citizens, or criminal charges, including but not limited to disgorgement of profits, cessation of business activities or divestiture. This could have a material adverse effect on the Corporation, including the Corporation's reputation and ability to conduct business, the Corporation's holding (directly or indirectly) of State and/or Local Cannabis Licenses, the Corporation's financial position, operating results, profitability or liquidity or the market price of the Shares. In addition, it is difficult to estimate the time or resources that would be needed for the investigation of any such matters or its final resolution because, in part, the time and resources that may be needed are dependent on the nature and extent of any information requested by the applicable authorities involved, and such time or resources could be substantial.

In addition, since the possession, cultivation, manufacturing, and distribution of cannabis and any related drug paraphernalia is prohibited under Federal Cannabis Laws, the Corporation may be deemed to be aiding-and-abetting criminal activities through the contracts the Corporation has entered into and the products that the Corporation distributes. The Corporation cultivates and manufactures cannabis, and distributes cannabis products through operating dispensaries, and otherwise, leases intellectual property and/or real property in a number of states. As a result, law enforcement authorities, in their attempt to regulate the illicit distribution of cannabis and any related drug paraphernalia, may seek to bring an action or actions against the Corporation, including, but not limited to, aiding and abetting another's criminal activities. The federal aiding and abetting statute provides that anyone who "commits an offense against the United States or aids, abets, counsels, commands, induces or procures its commission, is punishable as a principal." As a result of such an action, the Corporation may be forced to cease certain operations and the Subscriber could lose its entire

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investment. Such an action would have a material adverse effect on the Corporation's business and operations.

State and/or Local Cannabis Regulations are relatively new and constantly evolving, so there are uncertainties as to how the state authorities will interpret and administer applicable regulatory requirements. Any determination that the Corporation fails to comply with State and/or Local Cannabis Regulations would require the Corporation either to significantly change or terminate lines of business, or the business as a whole, which would have a material adverse effect on the Corporation's business.

(c)*Regulatory risks are inherent to the Corporation*. The activities of the Corporation are subject to regulation by Government Authorities. The Corporation's business objectives are contingent upon, in part, compliance with regulatory requirements enacted by these Government Authorities and obtaining all regulatory approvals, where necessary, for the distribution of products in each jurisdiction in which the Corporation operates. The Corporation cannot predict the time required to secure all appropriate regulatory approvals, or the extent of testing and documentation that may be required by Government Authorities. Any delays in obtaining, or failure to obtain regulatory approvals would significantly delay the development of markets and products and could have a material adverse effect.

No assurance can be given that new rules and regulations will not be enacted or that existing rules and regulations will not be applied in a manner which could limit or curtail the Corporation's ability to cultivate, manufacture, or distribute cannabis. Amendments to current laws and regulations governing the cultivation, manufacturing, or distribution of cannabis, or more stringent implementation thereof could have a material adverse effect on the Corporation.

(d)*Regulatory scrutiny of the Corporation's industry may negatively impact its ability to raise additional capital*. The Corporation's business activities are expected to rely on newly established and developing laws and regulations, including in a number of states. These laws and regulations are rapidly evolving and subject to change with minimal notice. Regulatory changes may adversely affect the Corporation's profitability or cause it to cease operations entirely. The cannabis industry may come under the scrutiny or further scrutiny of the Food and Drug Administration (the "**FDA**"), the Alcohol and Tobacco Tax and Trade Bureau; the Bureau of Alcohol, Tobacco, Firearms, and Explosives; Securities and Exchange Commission; DOJ; the Financial Industry Regulatory Advisory or other federal, state or other applicable state or non-governmental regulatory authorities or self-regulatory organizations that supervise or regulate the cultivation, manufacture, and distribution of cannabis for medical or adult-use purposes in the United States. It is impossible to determine the extent of the impact of any new laws, regulations or initiatives that may be proposed, or whether any proposals will become law. The regulatory uncertainty surrounding the Corporation's industry may adversely affect the business and operations of the Corporation, including without limitation, the costs to remain compliant with applicable laws and the impairment of the Corporation's business or the ability to raise additional capital, which could reduce, delay or eliminate any return on investment in the Corporation.

(e)*The size of the Corporation's target market is difficult to quantify and the Subscriber will be reliant on their own estimates on the accuracy of market data*. Because the cannabis industry is in an early stage with uncertain boundaries, there is a lack of

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information about comparable companies available for review in deciding about whether to invest in the Corporation and, few, if any, established companies whose business model the Corporation can follow or upon whose success the Corporation can build. Accordingly, the Subscriber will have to rely on their own estimates in deciding about whether to invest in the Corporation. There can be no assurance that the Corporation's estimates will be accurate or that the market size is sufficiently large for its business to grow as projected or anticipated, which may negatively impact its financial results.

(f)*The Corporation may have difficulty accessing the service of banks and processing credit card payments in the United States, which may make it difficult for the Corporation to operate*. In February 2014, the Financial Crimes Enforcement Network ("**FinCEN**") bureau of the Treasury Department issued guidance (which is not law) with respect to financial institutions providing banking services to cannabis businesses, including burdensome due diligence expectations and reporting requirements. This guidance does not provide any safe harbors or legal defenses from examination or regulatory or criminal enforcement actions by the DOJ, FinCEN or other federal regulators. Thus, most banks and other financial institutions are not comfortable providing banking services to cannabis-related businesses, or relying on this guidance, which can be amended or revoked at any time. In addition to the foregoing, banks may refuse to process debit card payments and credit card companies generally refuse to process credit card payments for cannabis-related businesses. As a result, the Corporation may have limited or no access to banking or other financial services in the United States and may have to operate the Corporation's business on an all-cash basis. The inability or limitation in the Corporation's ability to open or maintain bank accounts, obtain other banking services and/or accept credit card and debit card payments in the United States may make it difficult for the Corporation to operate and conduct business as planned.

(g)*Federal trademark and patent protection may not be available for the intellectual property of the Corporation due to the current classification of marijuana as a Schedule I controlled substance*. As long as marijuana remains illegal under Federal Cannabis Laws as a Schedule I controlled substance pursuant to the CSA, the benefit of certain federal laws and protections which may be available to most businesses, such as federal trademark and patent protection regarding the intellectual property of a business, may not be available to the Corporation. As a result, the Corporation's intellectual property may never be adequately or sufficiently protected against the use or misappropriation by third-parties. In addition, since the regulatory framework of the cannabis industry is in a constant state of flux, the Corporation can provide no assurance that it will ever obtain any protection of its intellectual property, whether on a federal, state or local level.

(h)*The Corporation's contracts may not be legally enforceable in the United States*. Because certain of the Corporation's contracts involve cannabis and other activities that are not legal under Federal Cannabis Laws and in certain state jurisdictions, the Corporation may face difficulties enforcing such contracts in federal and certain state courts.

(i)*There is uncertainty surrounding the policies of the United States federal government*. As a result of the conflict of laws that currently exists between Federal Cannabis Laws and the State and/or Local Cannabis Regulations, investments in cannabis business in the United States are subject to inconsistent laws and regulation. The response to this inconsistency was addressed in August 2013 when then Deputy Attorney General, James Cole, authored the Cole Memorandum (the "**Memorandum**"). The Memorandum was

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addressed to all U.S. Attorneys acknowledging that, notwithstanding the designation of cannabis as a controlled substance at the federal level in the United States, several U.S. states enacted State and/or Local Cannabis Regulations for medical and adult-use purposes. The Memorandum outlined certain priorities for the DOJ relating to the prosecution of cannabis offenses. In particular, the Memorandum noted that in jurisdictions that enacted State and/or Local Cannabis Regulations and that have also implemented strong and effective regulatory and enforcement systems to control the cultivation, distribution, sale and possession of cannabis, conduct in compliance with those State and/or Local Cannabis Regulations is less likely to be a priority at the federal level. In light of limited investigative and prosecutorial resources, the Memorandum concluded that the DOJ should be focused on addressing only the most significant threats related to cannabis. States where State and/or Local Cannabis Regulations had been enacted were not characterized as a high priority.

On January 4, 2018, then U.S. Attorney General Jeff Sessions issued a memorandum to U.S. Attorneys which rescinded the Memorandum. With the Memorandum rescinded, U.S. federal prosecutors can exercise their discretion, without regard to the priorities enumerated in the Memorandum, in determining whether to prosecute cannabis-related operations that are compliant with State and/or Local Cannabis Regulations but that violate Federal Cannabis Laws.

On March 11, 2021, Merrick Garland was appointed as U.S. Attorney General. At his confirmation hearing, he said, “It does not seem to me a useful use of limited resources that we have, to be pursuing prosecutions in states that have legalized and that are regulating the use of marijuana, either medically or otherwise”. He has not yet reissued the Memorandum, however, or issued substitute guidance. In the fiscal 2022 omnibus spending bill, Congress included the Rohrabacher-Farr amendment which prohibits the Department of Justice from spending funds to interfere with the implementation of state medical cannabis laws until September 30, 2022.

Multiple legislative reforms related to cannabis and cannabis-related banking are currently being considered by the federal government in the United States. Examples include the States Reform Act; the Cannabis Administration and Opportunity Act; the Marijuana Opportunity, Reinvestment and Expungement Act; the Secure and Fair Enforcement (SAFE) Banking Act; and the Capital Lending and Investment for Marijuana Businesses (CLIMB) Act. There can be no assurance that any of these pieces of legislation will become law in the United States.

(j)*Due to the classification of marijuana as a Schedule I controlled substance under the CSA, banks and other financial institutions which service the cannabis industry are at risk of violating certain financial laws, including anti-money laundering statutes*. Because the cultivation, manufacture, and distribution of cannabis is prohibited under the CSA, banks and other financial institutions providing services to cannabis-related businesses risk violation of federal anti-money laundering statutes (18 U.S.C. §§ 1956 and 1957), the unlicensed money-remitter statute (18 U.S.C. § 1960) and the Bank Secrecy Act. These statutes can impose criminal liability for engaging in certain financial and monetary transactions with the proceeds of a “specified unlawful activity” such as distributing controlled substances which are illegal under federal law, including cannabis, and for failing to identify or report financial transactions that involve the proceeds of cannabis-related violations of the CSA. The Corporation may also be exposed to the foregoing risks. In the event that any of the Corporation’s investments,

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or any proceeds thereof, any dividends or distributions therefrom, or any profits or revenues accruing from such investments in the United States were found to be in violation of money laundering legislation or otherwise, such transactions may be viewed as proceeds of crime under one or more of the statutes noted above or any other applicable legislation.

(k)*Third-party service providers to the Corporation may withdraw or suspend their service under threat of prosecution*. Since under Federal Cannabis Laws the possession, cultivation, manufacturing, and distribution of cannabis and any related drug paraphernalia is prohibited, and any such acts are criminal acts under Federal Cannabis Laws, companies that provide goods and/or services to companies engaged in cannabis-related activities may, under threat of federal civil and/or criminal prosecution, suspend or withdraw their services. Any suspension of service and inability to procure goods or services from an alternative source, even on a temporary basis, that causes interruptions in the Corporation's operations could have a material adverse effect on the Corporation's business.

(l)*FDA regulation of medical-use cannabis and the possible registration of facilities where cannabis is cultivated, manufactured, and/or distributed could negatively affect the medical-use cannabis industry, which would directly affect the Corporation's financial condition*. Should the federal government legalize cannabis for medical or adult-use use, it is possible that the FDA, would seek to regulate it under the Federal Food, Drug and Cosmetic Act. Additionally, the FDA may issue rules and regulations including, but not limited to, good manufacturing practice, related to the cultivation, manufacturing, advertising, and distribution of cannabis. Clinical trials may be needed to demonstrate efficacy and safety to support medical claims. It is also possible that the FDA would require that facilities where cannabis is cultivated, manufactured, and/or distributed register with the FDA and comply with certain federally prescribed regulations. In the event that some or all of these regulations are imposed, it is unknown what the impact would be on the cannabis industry, including what costs, requirements and possible prohibitions may be enforced. If the Corporation is unable to comply with the regulations or registration as prescribed by the FDA it may have a material adverse effect on the Corporation's business, operating results and financial condition.

(m)*The Corporation is subject to Section 280E of the Code because of its business activities and the resulting disallowance of tax deductions could cause it to incur more than anticipated U.S. federal income tax*. Under Section 280E of the Code ("**Section 280E**"), "no deduction or credit shall be allowed for any amount paid or incurred during the taxable year in carrying on any trade or business if such trade or business (or the activities which comprise such trade or business) consists of trafficking in controlled substances (within the meaning of schedule I and II of the Controlled Substances Act) which is prohibited by Federal law or the law of any State in which such trade or business is conducted." Cannabis is classified under schedule I of the CSA. Consequently, this provision has been applied by the IRS to cannabis operations, prohibiting them from deducting ordinary business expenses directly associated with the sale of cannabis. Section 280E therefore has a significant impact on the retail side of cannabis operations, but a lesser impact on cultivation and manufacturing operations. A result of Section 280E is that the effective tax rate on cannabis businesses may be extraordinarily high, and an otherwise profitable business may, in fact, operate at a loss, after taking into account its income tax expenses.

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(n)*The Corporation's operations in the United States may become the subject of heightened scrutiny by regulators and other authorities*. The Corporation may be subject to significant direct and indirect interaction with public officials as a result of such heightened scrutiny. There can be no assurance that this heightened scrutiny will not in turn lead to the imposition of certain restrictions on the Corporation's ability to operate or invest in the United States or any other jurisdiction. Government policy changes or public opinion may also result in a significant influence over the regulation of the cannabis industry. A negative shift in the public's perception of medical-use and/or adult-use cannabis in the United States or any other applicable jurisdiction could affect future legislation or regulation. Among other things, such a shift could cause state jurisdictions to abandon initiatives or proposals to regulate medical and/or adult-use cannabis, thereby limiting the number of new state jurisdictions into which the Corporation could expand.

(o)*Your investment in the Corporation may itself be illegal under U.S. federal law; changes in federal enforcement affecting the cannabis industry may cause adverse effects on the Corporation's business.* Overall, an investor's contribution to and involvement in the Corporation's activities may result in federal civil and/or criminal prosecution, including forfeiture of his, her or its entire investment.

The Corporation is complying with state-regulated cannabis programs, regardless of its legal status under U.S. federal law, and your investment has been designed to be compliant with all applicable state laws and regulations to which the Corporation are subject; however, under U.S. federal law, such investments may be considered illegal under the CSA (particularly 21 U.S.C. § 854) or other indirect criminal liability theories such as aiding and abetting or conspiracy. Additionally, financial transactions involving proceeds generated by cannabis-related conduct can form the basis for prosecution under the federal money laundering statutes (18 U.S.C. § 1956), the unlicensed money transmitter statute and the U.S. Bank Secrecy Act. If the federal government were to reverse its long-standing hands-off approach to the state legal cannabis markets and start more broadly enforcing federal laws regarding cannabis, investors or the Corporation itself could also face criminal liability; in the event that investors or the Corporation faces enforcement it would likely be unable to execute its business plan, and its business and financial results would be adversely affected.

(p)*The Corporation, Its Officers, Investors Or Other Stakeholders May Be Required To Disclose Personal Information To Government Or Regulatory Entities; Failing To Do So Could Negatively Impact The Corporation's Business, Financial Conditions Or Results Of Operations*. The Corporation intends to operate a U.S. state-licensed cannabis business. Acquiring even a minimal or indirect interest in a U.S. state-licensed cannabis business can trigger requirements to disclose officers', investors' and other stakeholders' personal information. While these requirements vary by jurisdiction, some require interest holders to apply for regulatory approval and to provide tax returns, compensation agreements, fingerprints for background checks, criminal history records and other documents and information. Some states require disclosures of directors, officers and holders of more than a specified percentage of equity of the applicant. While some states include exceptions for investments in publicly traded entities, not all states do so, and some such exceptions are confined to companies traded on a U.S. securities exchange. If these regulations apply to the Corporation, investors, officers and other stakeholders are required to comply with such regulations, or face the possibility that

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any relevant cannabis license held could be revoked or cancelled by the state licensing authority.

6.4Reliance on Acknowledgements, Representations, Warranties and Covenants

The Subscriber acknowledges and agrees that the representations, warranties, covenants and acknowledgements made by the Subscriber in this Subscription Agreement are made with the intention that they may be relied upon by the Corporation and its legal counsel in determining the Subscriber's eligibility (and, if applicable, the eligibility of the Disclosed Principal) to purchase the Units. The Subscriber further agrees that by accepting the Units at the Closing, the Subscriber shall be representing and warranting that such representations, warranties, acknowledgements and covenants are true as at the Closing Time with the same force and effect as if they had been made by the Subscriber at the Closing Time. The Subscriber undertakes to immediately notify the Corporation of any change in any statement or other information relating to the Subscriber set forth herein (including in any applicable Schedule attached hereto) which takes place prior to the Closing Time.

ARTICLE 7 - SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1Survival of Representations, Warranties and Covenants of the Corporation

The representations, warranties and covenants of the Corporation contained in this Subscription Agreement shall survive the Closing and, notwithstanding such Closing or any investigation made by or on behalf of the Subscriber with respect thereto, shall continue in full force and effect for the benefit of the Corporation for a period of two years following the Closing.

7.2Survival of Representations, Warranties and Covenants of the Subscriber

The representations, warranties and covenants of the Subscriber contained in this Subscription Agreement shall survive the Closing and, notwithstanding such Closing or any investigation made by or on behalf of the Corporation with respect thereto and notwithstanding any subsequent disposition by the Subscriber of any of the Common Shares, Warrants or Underlying Shares, shall continue in full force and effect for the benefit of the Corporation for a period of two years following the Closing.

ARTICLE 8 – [RESERVED]

8.1[RESERVED]

ARTICLE 9 - MISCELLANEOUS

9.1 Further Assurances

Each of the parties hereto upon the request of each of the other parties hereto, whether before or after the Closing Time, shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be necessary or desirable to complete the transactions contemplated herein.

9.2 Notices

(a)Any notice, direction or other instrument required or permitted to be given to any party hereto shall be in writing and shall be sufficiently given if delivered personally, or transmitted by email, as follows:

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(i)in the case of the Corporation, to:

TerrAscend Corp.
357 South Gulph Road, Suite 330
King of Prussia, PA 19406

Attention: Keith Stauffer, Chief Financial Officer
Email: [***]

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

Cassels Brock & Blackwell LLP
40 Temperance Street, Suite 3200
Toronto, ON M5H 0B4

Attention: Jonathan Sherman
Email: [***]

(ii)in the case of the Subscriber, at the address specified on the face page hereof.

(b)Any such notice, direction or other instrument, if delivered personally, shall be deemed to have been given and received on the day on which it was delivered, provided that if such day is not a Business Day then the notice, direction or other instrument shall be deemed to have been given and received on the first Business Day next following such day and if transmitted by email, shall be deemed to have been given and received on the day of its transmission, provided that if such day is not a Business Day or if it is transmitted or received after the end of normal business hours then the notice, direction or other instrument shall be deemed to have been given and received on the first Business Day next following the day of such transmission.

(c)Any party hereto may change its address for service from time to time by notice given to each of the other parties hereto in accordance with the foregoing provisions.

9.3 Time of the Essence

Time shall be of the essence of this Subscription Agreement and every part hereof.

9.4 Costs and Expenses

Except as otherwise provided herein, all costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred in connection with this Subscription Agreement and the transactions herein contemplated shall be paid and borne by the party incurring such costs and expenses.

9.5 Applicable Law

This Subscription Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein. Any and all disputes arising under this Subscription Agreement, whether as to interpretation, performance or otherwise, shall be subject to the non-exclusive jurisdiction of the courts of the Province of Ontario and each of the parties hereto hereby irrevocably attorns to the jurisdiction of the courts of such jurisdiction. The parties acknowledge and agree that that no party makes, will make, or shall be deemed to make or have made any

representation or warranty of any kind regarding the compliance of this Agreement, or the activities or the Corporation or any of its subsidiaries, with any Federal Cannabis Laws. Each of the parties acknowledges and agrees on its own behalf and the Subscriber, on its own behalf and, if applicable, on behalf of each beneficial purchaser, including any Disclosed Principal, for whom it is acting hereunder, hereby acknowledges and agrees, that the transactions contemplated by this Agreement do not violate public policy and, to the extent provided under applicable law, agrees to waive on such party's own behalf and with respect to the Subscriber, on its own behalf and, if applicable, on behalf of each beneficial purchaser, including any Disclosed Principal, for whom it is acting hereunder, illegality as a defense to contractual claims arising out of this Agreement or in any other document, instrument, or agreement entered into in connection the transactions contemplated hereby or thereby.

9.6 Entire Agreement

This Subscription Agreement, including the Schedules attached hereto, constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein and cancels and supersedes any prior understandings, agreements, negotiations and discussions between the parties hereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements or understandings, express or implied, between the parties hereto other than those expressly set forth in this Subscription Agreement or in any such agreement, certificate, affidavit, statutory declaration or other document as aforesaid. This Subscription Agreement may not be amended or modified in any respect except by written instrument executed by each of the parties hereto.

9.7 Counterparts

This Subscription Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same Subscription Agreement. Counterparts may be delivered either in original or emailed PDF or electronic form and the parties adopt any signature received by email as original signatures of the parties. If less than a complete copy of this Subscription Agreement is delivered to the Corporation, the Corporation and its advisors are entitled to assume that the Subscriber accepts and agrees to all the terms and conditions of the pages not delivered, unaltered.

9.8 Assignment

This Subscription Agreement may not be assigned by either party except with the prior written consent of the other parties hereto.

9.9 Enurement

This Subscription Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors (including any successor by reason of the amalgamation or merger of any party), administrators and permitted assigns.

9.10 Language

It is the express wish of the Subscriber that the Subscription Agreement and any related documentation be drawn up in English. *Il est de la volonté expresse du souscripteur que la présente convention de souscription ainsi que tout document connexe soient rédigés en langue anglaise.*

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The Corporation hereby accepts the subscription for Units as set forth on the face page of this Subscription Agreement on the terms and conditions contained in this Subscription Agreement (including all applicable Schedules attached hereto) this ____ day of June, 2023.

TERRASCEND CORP.

Per: ___
Authorized Signing Officer

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SCHEDULE “A”
TERM SHEET

(See attached.)

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SCHEDULE "B"
ACCREDITED INVESTOR CERTIFICATE

The categories listed herein contain certain specifically defined terms. If you are unsure as to the meanings of those terms, or are unsure as to the applicability of any category below, please contact your broker and/or legal advisor before completing this certificate.

TO: TerrAscend Corp. (the "**Corporation**")

The undersigned hereby represents and warrants to and covenants and agrees with the Corporation that as of the date of the Subscription Agreement to which this Schedule "B" is annexed and as of the Closing (as defined in such Subscription Agreement) that:

(a)The undersigned understands that the Corporation is relying upon the truthfulness and accuracy of the following representations of the undersigned contained herein and in the Subscription Agreement.

_ Initial if True

(b)The undersigned, if an individual, is not less than twenty-one (21) years of age.

_ Initial if True

(c)The undersigned confirms the representations and warranties made by it in Section 6.1 of the Subscription Agreement.

_ Initial if True

(d)The undersigned has been advised and understands that an investment in the Corporation involves substantial risks, and hereby represents that he/she/it is able to bear the risks of his/her/its investment in the Corporation.

_ Initial if True

(e)The undersigned further represents and acknowledges that he/she/it has been solely responsible for his/her/its own "due diligence" investigation of the Corporation and its management and business, for his/her/its own analysis of the merits and risks of such investment, and for his/her/its own analysis of the fairness and desirability of the terms of such investment.

_ Initial if True

(f)The undersigned has adequate means of providing for the current needs of the undersigned and possible personal contingencies, and the undersigned has no need for liquidity with respect to the Units.

_ Initial if True

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(g)If the undersigned is an entity, it is authorized and otherwise duly qualified to acquire the Units.

_ Initial if True

(h)The undersigned disclaims reliance on any statements made or information provided by the Corporation or any of its officers, employees, agents or representatives in the course of undersigned's consideration of its subscription for the Units other than the statements and information that are set forth in the Subscription Agreement.

_ Initial if True

(i)The undersigned and each beneficial purchaser on behalf of whom the undersigned is subscribing satisfies the requirements of one or more of the following categories of "accredited investor" within the meaning of Rule 501(a) of Regulation D under the U.S. Securities Act ***[The undersigned should initial in the box to the left of each item applicable to the undersigned, and should insert "BP" in the box to the left of each item applicable to a beneficial purchaser]***:

_____ Category l.	A bank as defined in Section 3(a)(2) of the U.S. Securities Act whether acting in its individual or fiduciary capacity; or
_____ Category 2.	A savings and loan association or other institution as defined in Section 3(a)(5)(A) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; or
_____ Category 3.	A broker or dealer registered pursuant to Section 15 of the United States Securities Exchange of 1934, as amended; or
_____ Category 4.	An insurance company as defined in Section 2(13) of the U.S. Securities Act; or
_Category 5.	An investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state; or
_Category 6.	An investment adviser relying on the exemption from registering with the SEC under section 203(l) or (m) of the Investment Advisers Act of 1940; or
_Category 7.	An insurance company as defined in section 2(a)(13) of the U.S. Securities Act; or
_____ Category 8.	An investment company registered under the United States Investment Company Act of 1940, as amended; or
_____ Category 9.	A business development company as defined in Section 2(a)(48) of the United States Investment Company Act of 1940, as amended; or
_____ Category 10.	A small business investment company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the United States Small Business Investment Act of 1958, as amended; or
_Category 11.	A Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act; or

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_____ Category 12. A plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets in excess of U.S.$5,000,000; or

_____ Category 13. An employee benefit plan within the meaning of the United States Employee Retirement Income Security Act of 1974, as amended, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment advisor, or an employee benefit plan with total assets in excess of U.S.$5,000,000 or, if a self-directed plan, the investment decisions are made solely by persons who are Accredited Investors; or

_____ Category 14. A private business development company as defined in Section 202(a)(22) or the United States Investment Advisers Act of 1940, as amended; or

_____ Category 15. An organization described in Section 501(c)(3) of the United States Internal Revenue Code, a corporation, a Massachusetts or similar business trust, a partnership or a limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of U.S.$5,000,000; or

_____ Category 16. A director, executive officer or general partner of the Corporation; or

_____ Category 17. A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds U.S.$ 1,000,000 (excluding the net value of the primary residence of the natural person, with such value being net of any mortgage or other indebtedness secured by the natural person's primary residence); or

_____ Category 18. A natural person who had an individual income in excess of U.S.$200,000 in each of the two most recent years or joint income with that person's spouse in excess of U.S.$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year; or

_____ Category 19. A trust, with total assets in excess of U.S.$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described under the Rule 506(b)(2)(ii) of Regulation D under the U.S. Securities Act; or

_____ Category 20. An entity in which all of the equity owners are accredited investors; or

_____ Category 21. An entity, of a type not listed in Categories 1-15, 19, or 20, not formed for the specific purpose of acquiring the securities offered, owning investments in excess of U.S. $5,000,000.

_____ Category 22. Any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the U.S. Securities and Exchange Commission has designated as qualifying an individual for accredited investor status. In determining whether to designate a professional certification or designation or credential from an accredited educational institution for purposes of this Category 22, the Commission will consider, among others, the following attributes:
(i) The certification, designation, or credential arises out of an examination or series of examinations administered by a self-regulatory organization or other industry body or is issued by an accredited educational institution;
(ii) The examination or series of examinations is designed to reliably and validly demonstrate an individual's comprehension and sophistication in the areas of securities and investing;

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(iii) Persons obtaining such certification, designation, or credential can reasonably be expected to have sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of a prospective investment; and

(iv) An indication that an individual holds the certification or designation is either made publicly available by the relevant self-regulatory organization or other industry body or is otherwise independently verifiable; or

_____ Category 23. Any natural person who is a "knowledgeable employee," as defined in rule 3c–5(a)(4) under the Investment Company Act of 1940, as amended, of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act;

_____ Category 24. Any "family office," as defined in rule 202(a)(11)(G)–1 under the Investment Advisers Act of 1940, as amended:
(i) With assets under management in excess of $5,000,000,
(ii) That is not formed for the specific purpose of acquiring the securities offered, and
(iii) Whose prospective investment is directed by a person who has such knowledge and

experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment;

_____ Category 25. Any "family client," as defined in rule 202(a)(11)(G)–1 under the Investment Advisers Act of 1940, as amended, of a family office meeting the requirements in Category 24 and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (iii) of Category 24.

The representations, warranties, statements and certification made in this Certificate are true and accurate as of the date of this Certificate and will be true and accurate as of the Closing. If any such representation, warranty, statement or certification becomes untrue or inaccurate prior to the Closing, the undersigned shall give the Corporation immediate written notice thereof.

The undersigned agrees that the Subscription Agreement and this Certificate may not be cancelled, terminated, or revoked by the undersigned.

The undersigned acknowledges that the Corporation will be relying on this Certificate in connection with the Subscription Agreement.

Capitalized terms used in this Certificate but not defined have the meanings given to them in the Subscription Agreement.

[Signature page follows]

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EXECUTED by the Subscriber this _ day of__, 2023.

If a corporation, partnership or other entity:	**If an individual:**
Signature of Authorized Signatory	*Signature*
Name and Title of Signatory	*Print Name*
Name of Purchasing Entity	*Jurisdiction of Residence*
Jurisdiction of Incorporation/Formation	

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SCHEDULE "C"
CONTACT INFORMATION FOR CANADIAN SECURITIES COMMISSIONS

Alberta Securities Commission
Suite 600, 250 – 5th Street SW
Calgary, Alberta T2P 0R4
Telephone: (403) 297-6454
Toll free in Canada: 1-877-355-0585
Facsimile: (403) 297-2082

British Columbia Securities Commission
P.O. Box 10142, Pacific Centre
701 West Georgia Street
Vancouver, British Columbia V7Y 1L2
Inquiries: (604) 899-6854
Toll free in Canada: 1-800-373-6393
Facsimile: (604) 899-6581
Email: inquiries@bcsc.bc.ca

The Manitoba Securities Commission
500 – 400 St. Mary Avenue
Winnipeg, Manitoba R3C 4K5
Telephone: (204) 945-2548
Toll free in Manitoba 1-800-655-5244
Facsimile: (204) 945-0330

Financial and Consumer Services Commission (New Brunswick)
85 Charlotte Street, Suite 300
Saint John, New Brunswick E2L 2J2
Telephone: (506) 658-3060
Toll free in Canada: 1-866-933-2222
Facsimile: (506) 658-3059
Email: info@fcnb.ca

Government of Newfoundland and Labrador
Financial Services Regulation Division
P.O. Box 8700
Confederation Building
2nd Floor, West Block
Prince Philip Drive
St. John's, Newfoundland and Labrador A1B 4J6
Attention: Director of Securities
Telephone: (709) 729-4189
Facsimile: (709) 729-6187

Government of the Northwest Territories
Office of the Superintendent of Securities
P.O. Box 1320
Yellowknife, Northwest Territories X1A 2L9
Attention: Deputy Superintendent, Legal & Enforcement
Telephone: (867) 920-8984
Facsimile: (867) 873-0243

Nova Scotia Securities Commission
Suite 400, 5251 Duke Street
Duke Tower
P.O. Box 458
Halifax, Nova Scotia B3J 2P8
Telephone: (902) 424-7768

Government of Nunavut
Department of Justice
Legal Registries Division
P.O. Box 1000, Station 570
1st Floor, Brown Building
Iqaluit, Nunavut X0A 0H0
Telephone: (867) 975-6590
Facsimile: (867) 975-6594

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Facsimile: (902) 424-4625

Ontario Securities Commission
20 Queen Street West, 22nd Floor
Toronto, Ontario M5H 3S8
Telephone: (416) 593- 8314
Toll free in Canada: 1-877-785-1555
Facsimile: (416) 593-8122
Email: exemptmarketfilings@osc.gov.on.ca
Public official contact regarding indirect collection of information: Inquiries Officer

Prince Edward Island Securities Office
95 Rochford Street, 4th Floor Shaw Building
P.O. Box 2000
Charlottetown, Prince Edward Island C1A 7N8
Telephone: (902) 368-4569
Facsimile: (902) 368-5283

Autorité des marchés financiers
800, Square Victoria, 22e étage
C.P. 246, Tour de la Bourse
Montréal, Québec H4Z 1G3
Telephone: (514) 395-0337 or 1-877-525-0337
Facsimile: (514) 873-6155 (For filing purposes only)
Facsimile: (514) 864-6381 (For privacy requests only)
Email: financementdessocietes@lautorite.qc.ca (For corporate finance issuers);
fonds_dinvestissement@lautorite.qc.ca (For investment fund issuers)

Financial and Consumer Affairs Authority of Saskatchewan
Suite 601 - 1919 Saskatchewan Drive
Regina, Saskatchewan S4P 4H2
Telephone: (306) 787-5879
Facsimile: (306) 787-5899

Government of Yukon
Department of Community Services
Law Centre, 3rd Floor
2130 Second Avenue
Whitehorse, Yukon Y1A 5H6
Telephone: (867) 667-5314
Facsimile: (867) 393-6251

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SCHEDULE “D”
WIRE INSTRUCTIONS – US DOLLARS

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Certain confidential information contained in this document, marked by [***], has been omitted because the Company has determined that the information (i) is not material and (ii) would likely cause competitive harm if publicly disclosed.

TERRASCEND CORP.

SUBSCRIPTION AGREEMENT FOR UNITS

TO: TERRASCEND CORP.

ND TO: ATB CAPITAL MARKETS INC. and its United States registered broker-dealer affiliate (the "**Agent**")

The Subscriber (as hereinafter defined) hereby irrevocably subscribes for and agrees to purchase from TerrAscend Corp. (the "**Corporation**") that number of units (the "**Units**") set out below at a price of US$1.50 per Unit (the "**Subscription Price**"). Each Unit shall be comprised of: (i) one common share in the capital of the Corporation (each a "**Common Share**") (ii) one-half of one Common Share purchase warrant (each Common Share purchase warrant, a "**Warrant**"). Each Warrant will entitle the holder to acquire one Common Share from the Corporation at a price of US$1.95 per Common Share for a period of 24 months following the Closing Date (as defined herein). The Subscriber agrees to be bound by the terms and conditions set forth in the attached "Terms and Conditions of Subscription for Units" including without limitation the terms, representations, warranties and covenants set forth in the applicable schedules attached thereto. The Subscriber further agrees, without limitation, that the Corporation and the Agent may rely upon the Subscriber's representations, warranties and covenants contained in such documents.

SUBSCRIPTION AND SUBSCRIBER INFORMATION

Please print all information (other than signatures), as applicable, in the space provided below

	Number of Units: **x US$1.50**
(Name of Subscriber)	
Account Reference (if applicable):	
By:	Aggregate Subscription Cost: (the "**Subscription Amount**")
Authorized Signature	
(Official Capacity or Title – if the Subscriber is not an individual)	**Please complete if purchasing as agent or trustee for a principal (beneficial purchaser) (a "Disclosed Principal") and not purchasing as trustee or agent for accounts fully managed by it.**
(Name of individual whose signature appears above if different than the name of the subscriber printed above.)	(Name of Disclosed Principal)
(Subscriber's Residential Address, including Province and Postal Code)	(Address of Disclosed Principal)
—	(Account Reference, if applicable)
-	
(Subscriber's Telephone Number) (Email Address)	

The Subscriber hereby provides the following registration and delivery instructions in connection with the Units being purchased hereunder.

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Account Registration Information:

(Name)

(Account Reference, if applicable)

(Address, including Postal Code)

Delivery Instructions as set forth below:

(Name)

(Account Reference, if applicable)

(Address)

(Contact Name) (Telephone Number)

Number and kind of securities of the Corporation held, directly or indirectly, if any:

_____

_____

State whether Subscriber is an Insider (as defined herein) of the Corporation:

Yes FORMCHECKBOX No FORMCHECKBOX

State whether Subscriber is a Registrant (as defined herein) of the Corporation:

Yes FORMCHECKBOX No FORMCHECKBOX

State whether Subscriber is a Related Person (as defined herein) of the Corporation:

Yes FORMCHECKBOX No FORMCHECKBOX

State whether Subscriber is a member of a Pro Group:

Yes FORMCHECKBOX No FORMCHECKBOX

Return by:

June 15, 2023

Return to:

Jay Lewis by email only:
Email: [***]

(or in the case of Subscribers who are residents of the United States, as directed by the Corporation)

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TERMS AND CONDITIONS OF SUBSCRIPTION FOR COMMON SHARES

ARTICLE 1 - INTERPRETATION

1.1Definitions

Whenever used in this Subscription Agreement, unless there is something in the subject matter or context inconsistent therewith, the following words and phrases shall have the respective meanings ascribed to them as follows:

"**Agency Agreement**" means the agency agreement to be dated on the Closing Date entered into between the Agent and the Corporation in respect of the Offering.

"**Agent**" has the meaning ascribed thereto on the face page of this Subscription Agreement.

"**Business Day**" means any day, other than (a) a Saturday, Sunday or statutory holiday in the Province of Ontario, and (b) a day on which banks are generally closed in the Province of Ontario.

"**Closing**" shall have the meaning ascribed to such term in Section 4.1.

"**Closing Date**" shall have the meaning ascribed to such term in Section 4.1.

"**Closing Time**" shall have the meaning ascribed to such term in Section 4.1.

"**Common Shares**" has the meaning ascribed thereto on the face page of this Subscription Agreement.

"**Corporation**" means TerrAscend Corp. and includes any successor corporation to or of the Corporation.

"**CSE**" means the Canadian Securities Exchange.

"**Disclosed Principal**" shall have the meaning ascribed to such term on the face page of this Subscription Agreement.

"**Federal Cannabis Laws**" means any U.S. federal laws, civil, criminal or otherwise, as such relate, either directly or indirectly, to the cultivation, harvesting, production, distribution, sale and possession of cannabis, marijuana or related substances or products containing or relating to the same, including, without limitation, the prohibition on drug trafficking under 21 U.S.C. § 841(a), et seq., the conspiracy statute under 18 U.S.C. § 846, the bar against aiding and abetting the conduct of an offense under 18 U.S.C. § 2, the bar against misprision of a felony (concealing another's felonious conduct) under 18 U.S.C. § 4, the bar against being an accessory after the fact to criminal conduct under 18 U.S.C. § 3, and federal money laundering statutes under 18 U.S.C. §§ 1956, 1957, and 1960 and the regulations and rules promulgated under any of the foregoing.

"**Government Authority**" means any federal, national, supranational, state, provincial, local, foreign or other government, political subdivision, governmental, regulatory or administrative authority, agency, department, ministry, board, commission, task force or any court, tribunal, judicial, self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator or arbitral body, court or tribunal of competent jurisdiction, customs and any other regulatory or administrative equivalent governmental entity in any country or territory with jurisdiction over the Corporation or any of its subsidiaries.

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"**Insider**" shall have the meaning ascribed to such term in subsection 1(1) of the *Securities Act* (Ontario).

"**International Jurisdiction**" shall have the meaning ascribed to such term in Section 6.1.

"**NI 45-106**" means National Instrument 45-106 - *Prospectus Exemptions*.

"**Offering**" means the offering of at least US$7,500,000 aggregate principal amount of Units to be issued and sold by the Corporation pursuant to the Subscription Agreements and the Agency Agreement.

"**person**" means any individual, corporation, partnership, trust, fund, association, syndicate, organization or other organized group of persons, whether incorporated or not, and an individual or other person in that person's capacity as a trustee, executor, administrator or personal or other legal representative.

"**President's List**" means the list of certain Subscribers designated by the Corporation in advance of Closing.

"**Registrant**" means a dealer, adviser, investment fund manager, an ultimate designated person or chief compliance officer as those terms are used pursuant to the Securities Laws, or a person (as that term is defined herein) registered or otherwise required to be registered under the Securities Laws.

"**Related Person**" shall have the meaning ascribed to such term in Policy 1 of the Issuer Policies of the CSE.

"**SEC**" means the United States Securities and Exchange Commission.

"**Securities Laws**" means as applicable, the securities laws, regulations, rules, blanket rulings, policies, notices, interpretation notes, orders and multilateral or national instruments adopted by the Securities Regulators and the rules of the CSE.

"**Securities Regulators**" means the securities commission or other securities regulatory authorities of all of the Selling Jurisdictions or the relevant Selling Jurisdictions as the context so requires.

"**Selling Jurisdictions**" means the provinces and territories of Canada, the United States and such other jurisdictions in Canada and outside of Canada which are agreed to by the Corporation and the Agent.

"**State and/or Local Cannabis Regulations**" means any criminal, civil or administrative statute, regulation, ordinance, decree, court order or other proclamation having the force of law, enacted, adopted or issued by any state Government Authority or local Government Authority in the United States pertaining to the criminalization, decriminalization, regulation, or licensing of medical and/or recreational cannabis sales, consumption, cultivation, distribution, or storage.

"**State and/or Local Cannabis License**" means any license required by a state or municipality in order to operate a cannabis business or to own or lease property used by a cannabis business within that state or municipality's jurisdiction.

"**Subscriber**" means the subscriber for the Units as set out on the face page of this Subscription Agreement and includes, as applicable, each Disclosed Principal for whom it is acting.

"**Subscription Agreement**" means this subscription agreement (including any schedules hereto) and any instrument amending this Subscription Agreement; "**herein**", "**hereof**", "**hereto**", "**hereunder**", and similar expressions mean and refer to this Subscription Agreement and not to a particular Article or Section; and the expression "**Article**" or "**Section**" followed by a number means and refers to the specified Article or Section of this Subscription Agreement.

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"**Subscription Amount**" shall have the meaning ascribed to such term on the face page of this Subscription Agreement.

"**Subscription Price**" shall have the meaning ascribed to such term on the face page of this Subscription Agreement.

"**Term Sheet**" means the term sheet attached hereto as Schedule "A".

"**Warrants**" has the meaning ascribed thereto on the face page of this Subscription Agreement.

"**Underlying Shares**" means the Common Shares issuable upon exercise of the Warrants.

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

"**Units**" has the meaning ascribed thereto on the face page of this Subscription Agreement.

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

1.2Gender and Number

Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and words importing persons shall include firms and corporations and vice versa.

1.3Currency

Unless otherwise specified, all dollar amounts in this Subscription Agreement, including the symbol "$", are expressed in Canadian dollars.

1.4Subdivisions and Headings

The division of this Subscription Agreement into Articles, Sections, Schedules and other subdivisions and the inclusion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Subscription Agreement. The headings in this Subscription Agreement are not intended to be full or precise descriptions of the text to which they refer. Unless something in the subject matter or context is inconsistent therewith, references herein to an Article, Section, Subsection, paragraph, clause or Schedule are to the applicable article, section, subsection, paragraph, clause or schedule of this Subscription Agreement.

ARTICLE 2 - SCHEDULES

2.1Description of Schedules

The following are the Schedules attached to and incorporated in this Subscription Agreement by reference and deemed to be a part hereof:

Schedule "A" - Term Sheet
Schedule "B" - Canadian Accredited Investor Status Certificate
Schedule "C" - Employee, Executive Officer, Director and Consultant Status Certificate
Schedule "D" - Offshore Purchaser Certificate

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Schedule “E” - Accredited Investor Certificate
Schedule “F” - Contact Information For Canadian Securities Commissions
Schedule “G” - Wire Instructions

ARTICLE 3- SUBSCRIPTION AND TERMS OF THE COMMON SHARES

3.1Subscription for Units

The Subscriber hereby confirms its irrevocable subscription for the number of Units as set out on the face page hereof from the Corporation, on and subject to the terms and conditions set out in this Subscription Agreement, for the Subscription Amount which is payable as described in Article 4 hereto.

3.2Terms of the Warrants

The Warrants shall be in such form and shall contain such terms and conditions as agreed to by the Corporation and the Agent. A summary of certain terms of the Warrant are set forth in the Term Sheet attached hereto as Schedule “A”, however reference should be made to the definitive terms of the Warrants. In the event of an inconsistency between the Term Sheet and the terms of the Warrant, the terms of the Warrants shall be paramount and shall govern.

3.3Acceptance and Rejection of Subscription by the Corporation

The Subscriber acknowledges and agrees that the Corporation reserves the right, in its absolute discretion, to reject this subscription for Units, in whole or in part, at any time prior to the Closing Time. If this subscription is rejected in whole, any cheques or other forms of payment delivered to the Agent representing the Subscription Amount will be promptly returned to the Subscriber without interest or deduction. If this subscription is accepted only in part, a cheque representing any refund of the Subscription Amount for that portion of the subscription for the Units which is not accepted, will be promptly delivered to the Subscriber without interest or deduction.

ARTICLE 4 - CLOSING

4.1Closing

Delivery and sale of the Units and payment of the Subscription Amount will be completed (the “**Closing**”) at the offices of the Corporation’s counsel, Cassels Brock & Blackwell LLP in Toronto, Ontario at 9:00 a.m. (Toronto time) (the “**Closing Time**”) on June 20, 2023 or such other place, date or time as the Corporation and the Agent may agree (the “**Closing Date**”), provided such date is not later than a day mandated by the CSE. If, on or prior to the Closing Time, the terms and conditions contained in this Subscription Agreement and the Agency Agreement have been complied with to the satisfaction of the Agent, or waived by the Agent, the Agent shall deliver to the Corporation at the Closing Time all completed Subscription Agreements and payment of the aggregate Subscription Amount for all of the Units sold pursuant to the Agency Agreement against delivery by the Corporation of the Common Shares and Warrants, by way of electronic deposit with CDS and/or in certificated form, and such other documentation as may be required pursuant to the Subscription Agreement and the Agency Agreement.

If, prior to the Closing Time, the terms and conditions contained in this Subscription Agreement (other than the delivery of the Common Shares and Warrants by way of electronic deposit with CDS and/or in certificated form) and the Agency Agreement have not been complied with to the satisfaction of the Agent, or waived by the Agent, the Agent, the Corporation and the Subscriber will have no further obligations under this Subscription Agreement.

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4.2Conditions of Closing

The Subscriber acknowledges and agrees that the obligations of the Corporation hereunder are conditional on the accuracy of the representations and warranties of the Subscriber contained in this Subscription Agreement as of the date of this Subscription Agreement and the Corporation is relying on the truth of the representations and warranties of the Subscriber contained in this Subscription Agreement as of the date of this Subscription Agreement, and as of the Closing Time as if made at and as of the Closing Time, and the fulfillment of the following additional conditions as soon as possible and in any event not later than the Closing Time:

(a)on or before June 15, 2023, payment by the Subscriber of the Subscription Amount by certified cheque or bank draft in United States dollars payable in accordance with the wire instructions attached hereto as Schedule "G" or such other payment method as may be agreed to by the Agent and the Corporation;

(b)on or before June 15, 2023, the Subscriber having properly completed, signed and delivered this Subscription Agreement (including the Canadian Accredited Investor Status Certificate in Schedule "B", the Employee, Executive Officer, Director and Consultant Status Certificate in Schedule "C", the Offshore Purchaser Certificate in Schedule "D", the Accredited Investor Certificate in Schedule "E", as applicable, including any exhibit attached thereto, as applicable) to:

ATB Capital Markets Inc.
Attention: Jay Lewis
Email: [***]

or in the case of Subscribers who are residents of the United States, as may be directed by the Corporation;

(c)the Subscriber having executed and returned to the Corporation, at the Corporation's request, all other documents as may be required by the Securities Laws for delivery by the Corporation on behalf of the Subscriber;

(d)the Corporation accepting the Subscriber's subscription, in whole or in part;

(e)the Corporation having obtained all necessary approvals and consents and regulatory approvals in respect of the Offering;

(f)the issue and sale of the Units being exempt from the requirement to file a prospectus or registration statement and the requirement to deliver an offering memorandum under applicable Securities Laws relating to the offer and sale of the Units, or the Corporation having received such orders, consents or approvals as may be required to permit such sale without the requirement to file a prospectus or registration statement or to deliver an offering memorandum;

(g)the closing conditions contained in the Agency Agreement being satisfied or waived by the relevant party; and

(h)all documentation relating to the offer, sale and issuance of the Units being in form and substance satisfactory to the Corporation and the Agent.

4.3Authorization of the Agent

The Subscriber irrevocably authorizes the Agent, in its discretion, to act as the Subscriber's representative in connection with the Offering and at the Closing, and hereby appoints the Agent, with full power of substitution, as its true and lawful attorney with full power and authority in the Subscriber's place and stead:

(a)to authorize the electronic deposit of the Common Shares and Warrants into CDS and/or to receive certificates representing the Common Shares and Warrants, to execute in the Subscriber's name and on its behalf all closing receipts and required documents, to complete and correct any errors or omissions in any form or document provided by the Subscriber, including this Subscription Agreement and the Schedules hereto, in connection with the subscription for the Units and to exercise any rights of termination contained in the Agency Agreement;

(b)to extend such time periods and to waive, in whole or in part, any representations, warranties, covenants or conditions for the Subscriber's benefit contained in this Subscription Agreement and the Agency Agreement or any ancillary or related document;

(c)to terminate or not deliver this Subscription Agreement if any condition precedent is not satisfied, in such manner and on such terms and conditions as the Agent in its sole discretion may determine; and

(d)without limiting the generality of the foregoing, to negotiate, settle, execute, deliver and amend the Agency Agreement and any ancillary documents in connection with the Offering.

This power of attorney is irrevocable, is coupled with an interest and has been given for valuable consideration, the receipt and adequacy of which is acknowledged. This power of attorney and other rights and privileges granted under this section will survive any legal or mental incapacity, dissolution, bankruptcy or death of the Subscriber. This power of attorney extends to the heirs, executors, administrators, other legal representatives and successors, transferees and assigns of the Subscriber. Any person dealing with the Agent may conclusively presume and rely upon the fact that any document, instrument or agreement executed by the Agent pursuant to this power of attorney is authorized and binding on the Subscriber, without further inquiry. The Subscriber agrees to be bound by any representations or actions made or taken by the Agent pursuant to this power of attorney, and waives any and all defences that may be available to contest, negate or disaffirm any action of the Agent taken in good faith under this power of attorney.

ARTICLE 5 - REPRESENTATIONS AND WARRANTIES OF THE CORPORATION

5.1Representations, Warranties and Covenants of the Corporation

The Subscriber shall have the benefit of the representations, warranties and covenants made by the Corporation to the Agent and set forth in the Agency Agreement. Such representations, warranties and covenants shall be deemed to be incorporated herein as if they are reproduced in their entirety (with such changes as are necessary in order to reflect that such representations, warranties and covenants are being made by the Corporation to the Subscriber), shall form an integral part of this Subscription Agreement and shall survive the Closing and shall continue in full force and effect for the benefit of the Subscriber in accordance with the Agency Agreement.

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ARTICLE 6 - ACKNOWLEDGEMENTS, COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE SUBSCRIBER

6.1Acknowledgements, Representations, Warranties and Covenants of the Subscriber

The Subscriber, on its own behalf and, if applicable, on behalf of each beneficial purchaser, including any Disclosed Principal, for whom it is acting hereunder, hereby acknowledges, represents and warrants to, and covenants with, the Corporation and the Agent as follows and acknowledges that the Corporation and the Agent are relying on such acknowledgments, representations, warranties and covenants in connection with the transactions contemplated herein:

(a)The Subscriber certifies that it is resident, or if not an individual has its head office, in the jurisdiction set out on the face page of this Subscription Agreement. Such address was not created and is not being used solely for the purpose of acquiring the Units and the Subscriber was solicited to purchase the Units in only such jurisdiction.

(b)The Subscriber was not created or used solely to purchase or hold securities as an “accredited investor” within the meaning of NI 45-106.

(c)If the Subscriber is resident in a jurisdiction of Canada, the Subscriber has properly completed, executed and delivered to the Corporation the certificate as set forth in Schedule “B” (Canadian Accredited Investor Status Certificate) or Schedule “C” (Employee, Executive Officer, Director and Consultant Status Certificate) as applicable, and the information contained therein is true and correct as of the date hereof and will be true and correct as of the Closing Time, and if less than a complete copy of this Subscription Agreement is delivered to the Corporation or the Agent, the Corporation and the Agent and their respective advisors are entitled to assume that the Subscriber accepts and agrees to all the terms and conditions of the pages not delivered, unaltered.

(d)The Subscriber is an “accredited investor” as defined in Rule 501 of Regulation D promulgated under the U.S. Securities Act. The Subscriber agrees to furnish any additional information requested by the Corporation or any of its affiliates to assure compliance with applicable U.S. federal and state securities laws in connection with the purchase and sale of the Units. Each Subscriber, regardless of residency, has properly completed, executed and delivered to the Corporation the certificate as set forth in Schedule “E” (Accredited Investor Certificate), and the information contained therein is true and correct as of the date hereof and will be true and correct as of the Closing Time.

(e)If the Subscriber is a resident of a country other than Canada or the United States (an “**International Jurisdiction**”) then, in addition to the other representations and warranties contained herein, the Subscriber represents and warrants that:

(i)the Subscriber is knowledgeable of, or has been independently advised as to, the applicable securities laws of the International Jurisdiction which would apply to this Subscription Agreement, if any;

(ii)the Subscriber is purchasing the Units pursuant to exemptions from any prospectus, registration or similar requirements under the applicable securities laws of that International Jurisdiction or, if such is not applicable, the Subscriber is permitted to purchase the Units under the applicable securities laws of the International Jurisdiction without the need to rely on such an exemption;

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(iii)the applicable securities laws of the International Jurisdiction do not require the Corporation or the Agent to file a prospectus, registration statement or similar document, to register the Common Shares, Warrants or Underlying Shares or to make any filings with or seek any approvals of any kind whatsoever from any regulatory authority of any kind whatsoever in the International Jurisdiction;

(iv)the delivery of this Subscription Agreement, the acceptance of it by the Corporation and the issuance of the Common Shares, Warrants or Underlying Shares to the Subscriber complies with or will comply with, as applicable, all applicable laws of the Subscriber's jurisdiction of residence or domicile and all other applicable laws and will not cause the Corporation or the Agent to become subject to or required to comply with any disclosure, prospectus or reporting requirements under any such applicable laws;

(v)the Subscriber has completed and delivered to the Corporation the certificate in Schedule "D" (the Offshore Purchaser Certificate) evidencing the Subscriber's (and any Disclosed Principal's) status under the securities laws of its International Jurisdiction and confirms the truth and accuracy of all statements made in such certificate as of the date of this Subscription Agreement and as of the Closing Time; and

(vi)The Subscriber will, if requested by the Corporation, the Agent or their respective counsel, deliver to the Corporation and the Agent a certificate or opinion of local counsel from the International Jurisdiction in which the Subscriber resides which will confirm the matters referred to in subsections (ii), (iii) and (iv) above to the satisfaction of the Corporation and the Agent and their respective counsel, acting reasonably.

(f)The Subscriber acknowledges that the distribution of the Units in Canada is being made on an exempt distribution basis and that any resale of the Common Shares or Warrants in Canada must be made through an appropriately registered dealer or in accordance with an available exemption from the dealer registration requirements of applicable securities laws, and in accordance with, or pursuant to an exemption from, the prospectus requirements of such laws, which vary depending on the province.

(g)The acknowledgements, representations, warranties, covenants and information of the Subscriber contained in this Subscription Agreement (including Schedule "B", "Schedule "C", Schedule "D" or Schedule "E", as applicable) are true and correct as of the date of execution of this Subscription Agreement and will be true and correct as of the Closing Time.

(h)The Subscriber is aware that none of the Common Shares, Warrants or Underlying Shares have been and none of them will be registered under the U.S. Securities Act or the securities laws of any state and that the Common Shares, Warrants or Underlying Shares may not be offered or sold, directly or indirectly, in the United States unless registered under the U.S. Securities Act and the securities laws of all applicable states of the United States or unless an exemption from such registration requirements is available, and the Subscriber acknowledges that the Corporation has no obligation or present intention of filing a registration statement under the U.S. Securities Act or applicable state securities laws in respect of any of the Common Shares, Warrants or Underlying Shares.

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(i)The Subscriber undertakes and agrees that it will not offer or sell any of the Common Shares, Warrants or Underlying Shares unless such securities are registered under the U.S. Securities Act and the securities laws of all applicable states of the United States, or an exemption from such registration requirement is available.

(j)The Subscriber represents and warrants that, to its knowledge, the offer, sale and issuance of the Units to the Subscriber under this Agreement is not a transaction, or part of a chain of transactions which, although in technical compliance with an available exemptions under the U.S. Securities Act, is part of a plan or scheme to evade the registration requirements of the U.S. Securities Act.

(k)The execution and delivery of this Subscription Agreement, the performance and compliance with the terms hereof, the subscription for the Units and the completion of the transactions described herein by the Subscriber will not result in any material breach of, or be in conflict with or constitute a material default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a material default under any term or provision of the constating documents, by-laws or resolutions of the Subscriber, the Securities Laws or any other laws applicable to the Subscriber, any agreement to which the Subscriber is a party, or any judgment, decree, order, statute, rule or regulation applicable to the Subscriber.

(l)The Subscriber is subscribing for the Units as principal for its own account and not for the benefit of any other person (within the meaning of applicable Securities Laws), unless it is subscribing as agent for a Disclosed Principal or acting as trustee or agent for a fully managed account (including for certainty, a portfolio manager or comparable advisor). If it is subscribing as agent for a Disclosed Principal, it has disclosed the name of the Disclosed Principal on the face page of this Subscription Agreement and acknowledges that the Corporation may be required by law to disclose to certain regulatory authorities the identity of each Disclosed Principal for whom the Subscriber is acting.

(m)In the case of a subscription for the Units by the Subscriber acting as trustee or agent for a fully managed account (including for greater certainty, a portfolio manager or comparable advisor) or as agent for a Disclosed Principal, the Subscriber is duly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with such subscription on behalf of the fully managed account or Disclosed Principal, as applicable and this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of and constitutes a legal, valid and binding agreement of, the fully managed account or Disclosed Principal, as applicable.

(n)In the case of a subscription for the Units by the Subscriber acting as principal, this Subscription Agreement (and all other documentation in connection with such subscription) has been duly authorized, executed and delivered by, and constitutes a legal, valid and binding agreement of, the Subscriber. This Subscription Agreement will be enforceable in accordance with its terms against the Subscriber.

(o)If the Subscriber is:

(i)a corporation, the Subscriber is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and has all requisite legal and

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corporate power and authority to execute and deliver this Subscription Agreement, to subscribe for the Units as contemplated herein and to carry out and perform its covenants and obligations hereunder and has obtained all necessary approvals in respected thereof and the individual signing this Subscription Agreement has been duly authorized to execute and deliver this Subscription Agreement;

(ii)a partnership, syndicate or other form of unincorporated organization, the Subscriber has the necessary legal capacity and authority to execute and deliver this Subscription Agreement, to subscribe for the Units as contemplated herein and to carry out and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof and the individual signing this Subscription Agreement has been duly authorized to execute and deliver this Subscription Agreement; or

(iii)an individual, the Subscriber is of the full age of majority in his or her jurisdiction of residence and is legally competent to execute, deliver and be bound by this Subscription Agreement, to subscribe for the Units as contemplated herein and to carry out and perform his or her covenants and obligations hereunder.

(p)Other than the Agent (and any group of investment dealers managed by the Agent for purposes of the Offering), there is no person acting or purporting to act in connection with the Offering who is entitled to any brokerage or finder's fee. If any person establishes a claim that any fee or other compensation is payable in connection with this subscription for the Units, the Subscriber covenants to indemnify and hold harmless the Corporation and the Agent with respect thereto and with respect to all costs reasonably incurred in the defence thereof.

(q)The Subscriber is not acting jointly or in concert with any other subscriber in connection with the Offering for the purpose of the acquisition of the Units.

(r)If required by applicable Securities Laws or the Corporation, the Subscriber will execute, deliver and file or assist the Corporation in filing such reports, undertakings and other documents with respect to the issue and/or sale of the Units and the Common Shares and Warrants comprising the Units as may be required by any securities commission, stock exchange or other regulatory authority.

(s)The Subscriber has been advised to consult its own legal advisors with respect to the execution, delivery and performance by it of the Subscription Agreement and the transactions contemplated by this Subscription Agreement, including but not limited to, trading in the Common Shares, Warrants or Underlying Shares and with respect to the hold periods and resale restrictions imposed by the Securities Laws of the jurisdiction in which the Subscriber resides and other applicable securities laws, and acknowledges that no representation has been made by the Corporation respecting the applicable hold periods imposed by the Securities Laws or other resale restrictions applicable to such securities which restrict the ability of the Subscriber (or others for whom it is contracting hereunder) to resell such securities, that the Subscriber (or others for whom it is contracting hereunder) is solely responsible to find out what these restrictions are and the Subscriber is solely responsible (and neither the Corporation nor the Agent are in any way responsible) for compliance with applicable resale restrictions and the Subscriber is aware that it (or beneficial persons for whom it is contracting hereunder)

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may not be able to resell such securities except in accordance with limited exemptions under the Securities Laws and other applicable securities laws.

(t)The Subscriber has not received or been provided with, nor has it requested, nor does it have any need to receive, a prospectus, offering memorandum, within the meaning of the Securities Laws, or any sales or advertising literature in connection with the Offering or any document purporting to describe the business and affairs of the Corporation which has been prepared for review by prospective purchasers to assist such purchasers in making an investment decision in respect of the Units and the Subscriber's decision to subscribe for the Units was not based upon, and the Subscriber has not relied upon, any verbal or written representations as to facts made by or on behalf of the Corporation or the Agent, or any employee, agent or affiliate thereof or any other person associated therewith, except as set forth herein. The Subscriber's decision to subscribe for the Units was based solely upon this Subscription Agreement, the Term Sheet attached hereto as Schedule "A" and information about the Corporation which is publicly available (any such information having been obtained by the Subscriber without independent investigation or verification by the Agent).

(u)The Subscriber is not purchasing the Units with knowledge of material information or knowledge of a "material fact" or "material change" (as those terms are defined in applicable Securities Laws) concerning the Corporation which has not been generally disclosed.

(v)Neither the Corporation nor the Agent, nor any of their directors, employees, officers, affiliates or agents has made any written or oral representations:

(i)that any person will resell or repurchase the Common Shares, Warrants or Underlying Shares;

(ii)that any person will refund all or any part of the Subscription Amount; or

(iii)as to the future price or value of the Common Shares, Warrants or Underlying Shares.

(w)The subscription for the Units has not been made through or as a result of, and the distribution of the Units is not being accompanied by any advertisement, including without limitation in advertisements, articles, notices or other printed public media, radio, television, internet or other form of telecommunications, including electronic display, or as part of a general solicitation, including by means of any "general solicitation" or "general advertising" (as such terms are used in Regulation D under the U.S. Securities Act).

(x)The Subscriber confirms that it:

(i)has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks (including the potential loss of its entire investment) of its proposed investment in the Units;

(ii)is capable of assessing the merits and risks (including the potential loss of their entire investment) of the proposed investment in the Units;

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(iii)is aware of the characteristics of the Units and understands the risks relating to an investment therein; and

(iv)is able to bear the economic risk of loss of its investment in the Units.

(y)The funds representing the Subscription Amount which will be advanced by the Subscriber to the Corporation hereunder, will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the "**PCMLTFA**") and the Subscriber acknowledges that the Corporation may in the future be required by law to disclose the Subscriber's name and other information relating to this Subscription Agreement and the Subscriber's subscription hereunder, on a confidential basis, pursuant to the PCMLTFA. The Subscriber represents and covenants that (a) to the best of the Subscriber's knowledge, none of the Subscription Amount to be provided by the Subscriber (i) has been or will be derived from or related to any activity that is deemed criminal under the laws of Canada, the United States, or any other jurisdiction, or (ii) is being tendered on behalf of a person or entity who has not been identified to the Subscriber, and (b) the Subscriber shall promptly notify the Corporation if the Subscriber discovers that any of such representations cease to be true, and to provide the Corporation with appropriate information in connection therewith.

(z)the Subscriber is purchasing the Units as principal for its own account, or for the account of a beneficial purchaser for which it is acting as fiduciary or agent, for investment purposes only, and not with a view to the resale of distribution of all or any of the Common Shares or Warrants in violation of United States federal or state securities laws;

(aa)the Subscriber acknowledges that the Common Shares, Warrants or Underlying Shares have not been registered under the U.S. Securities Act or the securities laws of any state of the United States, and therefore may not be offered or sold unless registered under the U.S. Securities Act and the securities laws of all applicable states of the United States or an exemption from such registration requirements is available, and the Subscriber therefore acknowledges and agrees that the Common Shares, Warrants or Underlying Shares will be "restricted securities" within the meaning of Rule 144 under the U.S. Securities Act, and may not be offered, sold, pledged or otherwise transferred, directly or indirectly, unless (i) they are subsequently registered under the U.S. Securities Act and applicable state securities laws or (ii) an exemption from the registration requirements of the U.S. Securities Act and applicable state securities laws is available, and that prior to any transfer of the Common Shares, Warrants or Underlying Shares, the Subscriber may be required to deliver to the Corporation and the transfer agent for the Common Shares a legal opinion of recognized counsel, or other evidence in form and substance reasonably satisfactory to the Corporation, to the effect that such transfer does not require registration under the U.S. Securities Act or applicable state securities laws;

(bb)the Subscriber understands, acknowledges and agrees that upon the original issuance of the Common Shares and Underlying Shares, and until such time as the same is no longer required under applicable requirements of the U.S. Securities Act or applicable state securities laws, the certificates representing the Common Shares and Underlying Shares may bear a legend in substantially the following form, in addition to any other legends required by applicable law:

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"THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER SAID ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE GOOD DELIVERY IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

If the Subscriber is an "affiliate" of the issuer for purposes of Rule 144 under the U.S. Securities Act:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE HELD BY A PERSON WHO MAY BE DEEMED TO BE AN AFFILIATE OF THE ISSUER FOR PURPOSES OF RULE 144 PROMULGATED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). ANY AFFILIATE (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT) OF THE CORPORATION THAT ACQUIRES THE SECURITIES REPRESENTED BY THIS CERTIFICATE (OR ANY INTEREST IN ANY OF THE FOREGOING) MAY NOT RESELL SUCH SECURITY OR SHARE (OR INTEREST THEREIN), AS APPLICABLE, UNLESS IN A TRANSACTION THAT IS REGISTERED UNDER THE SECURITIES ACT OR PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IN A TRANSACTION IMMEDIATELY FOLLOWING WHICH SUCH RESOLD SECURITY OR SHARE (OR INTEREST THEREIN), AS APPLICABLE, IS NOT A "RESTRICTED SECURITY" (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT)."

(cc)the Subscriber understands, acknowledges and agrees that upon the original issuance of the Warrants, and until such time as the same is no longer required under applicable requirements of the U.S. Securities Act or applicable state securities laws, the certificates representing the Warrants may bear a legend in substantially the following form, in addition to any other legends required by applicable law:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE AND THE COMMON SHARES ISSUABLE ON EXERCISE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER SAID ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF

COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE GOOD DELIVERY IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

If the Subscriber is an "affiliate" of the issuer for purposes of Rule 144 under the U.S. Securities Act:

"THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE HELD BY A PERSON WHO MAY BE DEEMED TO BE AN AFFILIATE OF THE ISSUER FOR PURPOSES OF RULE 144 PROMULGATED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). ANY AFFILIATE (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT) OF THE CORPORATION THAT ACQUIRES THE SECURITIES REPRESENTED BY THIS CERTIFICATE OR ANY SHARE OF COMMON STOCK ISSUED UPON EXERCISE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE (OR ANY INTEREST IN ANY OF THE FOREGOING) MAY NOT RESELL SUCH SECURITY OR SHARE (OR INTEREST THEREIN), AS APPLICABLE, UNLESS IN A TRANSACTION THAT IS REGISTERED UNDER THE SECURITIES ACT OR PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IN A TRANSACTION IMMEDIATELY FOLLOWING WHICH SUCH RESOLD SECURITY OR SHARE (OR INTEREST THEREIN), AS APPLICABLE, IS NOT A "RESTRICTED SECURITY" (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT)."

(dd)the Subscriber understands and acknowledges that Rule 144 under the U.S. Securities Act may be unavailable for resales of the Common Shares, Warrants or Underlying Shares, and that the Corporation has no obligation to take, and has no present intention of taking, any action to make such Rule 144 available for resales of the Common Shares, Warrants or Underlying Shares;

(ee)the Subscriber consents to the Corporation making a notation on its records or giving instructions to any transfer agent for the Common Shares in order to implement the restrictions on transfer set forth and described herein;

(ff)the Subscriber has such knowledge and experience in financial and business affairs as to be capable of evaluating the merits and risks of its investment in the Units and is able to, and agrees to, bear the economic risk of loss of its investment;

(gg)the Subscriber understands, acknowledges and agrees that the Common Shares and Warrants may only be held in an account at CDS or a successor depository in Canada, and shall not be held in an account at The Depository Trust Company, or a successor depository within the United States; and

(hh)the Subscriber acknowledges that the Corporation has provided to it the opportunity to ask questions and receive answers concerning the terms and conditions of the offering of the Units and the Subscriber has had access to such information concerning the

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Corporation as it has considered necessary or appropriate in connection with its investment decision to acquire the Units.

6.2Further Acknowledgments and Covenants of the Subscriber

The Subscriber, on its own behalf and, if applicable, on behalf of each beneficial purchaser, including any Disclosed Principal, for whom it is acting hereunder, hereby acknowledges, covenants and agrees as follows:

(a)It has received and reviewed a copy of the Term Sheet attached hereto as Schedule "A" setting out the principal terms of the Offering. The Warrants shall be in such form and contain such terms and conditions as agreed to by the Corporation and the Agent.

(b)There are risks associated with the purchase of the Units and no securities commission, agency, governmental authority, regulatory body, stock exchange or similar regulatory authority has reviewed or passed on the merits of the Units, Common Shares, Warrants or Underlying Shares nor have any such agencies or authorities made any recommendations or endorsements with respect to the Units, Common Shares, Warrants or Underlying Shares.

(c)The Units offered hereby and the underlying Common Shares, Warrants or Underlying Shares, are subject to statutory resale restrictions under the Securities Laws of the jurisdiction in which the Subscriber resides and under other applicable Securities Laws, and the Subscriber covenants that it will not resell the Common Shares, Warrants or Underlying Shares except in compliance with such laws and the Subscriber acknowledges that it is solely responsible (and neither the Corporation nor the Agent are in any way responsible) for such compliance.

(d)The Subscriber's ability to transfer the Common Shares, Warrants or Underlying Shares is limited by, among other things, applicable Securities Laws.

(e)The Common Shares and Warrants (and the Underlying Shares, if issued prior to the date that is four months and one day after the Closing Date) shall have attached to them, whether through the electronic deposit system of CDS, an ownership statement issued under a direct registration system or other electronic book based system, or on certificates that may be issued, as applicable, any legends as may be prescribed by CDS in addition to the legend substantially in the following form and with the necessary information inserted:

> **"UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [INSERT DATE THAT IS FOUR (4) MONTHS AND ONE (1) DAY AFTER CLOSING DATE]."**

(f)The Agent and/or its directors, officers, employees, agents and representatives assume no responsibility or liability of any nature whatsoever for the accuracy or adequacy of any publicly available information concerning the Corporation or as to whether all information concerning the Corporation that is required to be disclosed or filed by the Corporation under the Securities Laws has been so disclosed or filed.

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(g)The Corporation and the Agent are relying on the acknowledgements, representations, warranties and covenants contained herein and in the applicable Schedules attached hereto to determine the Subscriber's eligibility to subscribe for the Units under applicable Securities Laws. The Subscriber undertakes to immediately notify the Corporation of any change in any statement or other information relating to the Subscriber contained herein or set forth in such applicable Schedules which takes place prior to the Closing Time.

(h)The Corporation is relying on certain exemptions from the requirement to provide the Subscriber with a prospectus under the Securities Laws and, as a consequence of acquiring the Units pursuant to such exemptions:

(i)certain protections, rights and remedies provided by the Securities Laws, including statutory rights of rescission and certain statutory remedies against an issuer, underwriters, auditors, directors and officers that are available to investors who acquire securities offered by a prospectus, will not be available to the Subscriber;

(ii)the common law may not provide the Subscriber with an adequate remedy in the event that it suffers investment losses in connection with its subscription for the Units;

(iii)the Subscriber may not receive information that would otherwise be required to be given under the Securities Laws; and

(iv)the Corporation is relieved from certain obligations that would otherwise apply under the Securities Laws.

(i)The Subscriber is responsible for obtaining such legal and tax advice as it considers appropriate in connection with the execution, delivery and performance of this Subscription Agreement and the transactions contemplated under this Subscription Agreement. The Subscriber is not relying on the Corporation, the Agent or their respective affiliates or counsel in this regard.

(j)This offer to subscribe is made for valuable consideration and, after the acceptance hereof by the Corporation, may not be withdrawn, cancelled, terminated or revoked by the Subscriber without the consent of the Corporation.

(k)There is no government or other insurance covering the Units, Common Shares, Warrants or Underlying Shares.

(l)Legal counsel retained by the Corporation and the Agent are acting as counsel to the Corporation and the Agent, respectively, not as counsel to the Subscriber.

(m)The offer, issuance, sale and delivery of the Units is conditional upon such sale being exempt from the prospectus filing or registration requirements and the requirements to deliver an offering memorandum in connection with the distribution of the Units under the Securities Laws of the jurisdiction in which the Subscriber resides and other applicable Securities Laws or upon the issuance of such orders, consents or approvals as may be required to permit such sale without the requirement of filing a prospectus.

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(n)The Corporation may complete additional financings in the future in order to develop the business of the Corporation and fund its ongoing development, and such future financings may have a dilutive effect on current shareholders or securityholders of the Corporation, including the Subscriber.

(o)There are risks associated with the purchase of the Units and the Subscriber may lose his, her or its entire investment.

(p)The Subscriber acknowledges that this Subscription Agreement and the schedules hereto require the Subscriber to provide certain personal information to the Corporation. Such information is being collected by the Corporation for the purposes of completing the Offering, which includes, without limitation, determining the Subscriber's eligibility to purchase the Units under the Securities Laws and other applicable securities laws, preparing and registering the Common Shares or Warrants to be issued to the Subscriber and completing filings required by any stock exchange or securities regulatory authority. The Subscriber's personal information may be disclosed by the Corporation to: (a) stock exchanges or securities regulatory authorities, (b) the Canada Revenue Agency, and (c) any of the other parties involved in the Offering, including legal counsel and may be included in record books in connection with the Offering. By executing this Subscription Agreement, the Subscriber consents to the foregoing collection, use and disclosure of the Subscriber's personal information. The Subscriber also consents to the filing of copies or originals of any of the Subscriber's documents as may be required to be filed with any stock exchange or securities regulatory authority in connection with the transactions contemplated hereby. The Subscriber represents and warrants that it has the authority to provide the consents and acknowledgements set out in this paragraph on behalf of each Disclosed Principal.

(q)The Subscriber acknowledges and consents to the collection, use and disclosure of personal information, including information provided by the Subscriber on the face page of this Subscription Agreement and in the Schedules attached hereto, by the CSE and its affiliates, authorized agents, subsidiaries and divisions, including the CSE for the following purposes: (i) to verify personal information that has been provided about each individual, (ii) to provide disclosure to market participants as to the security holdings of directors, officers, other insiders and promoters of the issuer or its associates or affiliates, (iii) to conduct enforcement proceedings, and (iv) to perform other investigations as required by and to ensure compliance with all applicable rules, policies, rulings and regulations of the CSE, Securities Laws and other legal and regulatory requirements governing the conduct and protection of the public markets in Canada. As part of this process, the Subscriber further acknowledges that the CSE also collects additional personal information from other sources, including but not limited to, securities regulatory authorities in Canada or elsewhere, investigative, law enforcement or self-regulatory organizations, regulations services providers and each of their subsidiaries, affiliates, regulators and authorized agents, to ensure that the purposes set out above can be accomplished. The personal information collected by the CSE may also be disclosed (i) to the aforementioned agencies and organizations or as otherwise permitted or required by law and may be used for the purposes described above for their own investigations, and (ii) on the CSE's website or through printed materials published by or pursuant to the directions of the CSE. The CSE may from time to time use third parties to process information and/or provide other administrative services and may share information with such third party services providers.

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(r)The information provided by the Subscriber on the face page of this Subscription Agreement identifying the name, address and telephone number of the Subscriber, the number of Units being purchased hereunder, the Subscription Amount, the Closing Date and the exemption that the Subscriber is relying on in purchasing the Units will be disclosed to certain Securities Regulators, and such information is being indirectly collected by the Securities Regulators under the authority granted to it under securities legislation. This information is being collected for the purposes of the administration and enforcement of the securities legislation of the jurisdiction and policy development. The Subscriber hereby acknowledges and consents to the collection, use, and disclosure of certain personal information by the applicable Security Regulators, including the publishing or otherwise making available to the public personal information including, for individuals, their name, number and type of securities purchased, the total Subscription Amount, and their Insider or Registrant status, if applicable, and for non-individual Subscribers, the above information and their address, contact person name and telephone number and the exemption that the Subscriber is relying on in purchasing the Units. If required by applicable securities legislation, regulatory policy or order or by any securities commission, stock exchange or other regulatory authority, the Subscriber will execute, deliver and file and otherwise assist the Corporation in filing reports, questionnaires, undertakings and other documents with respect to the issuance of the Common Shares and Warrants.

(s)In the event the Subscriber has any questions with respect to the indirect collection of such information by the Securities Regulators, the Subscriber should contact the securities regulatory authority at the contact details provided in Schedule “F”.

(t)There may be material tax consequences to the Subscriber of an acquisition or disposition of the Common Shares, Warrants or Underlying Shares, and neither the Corporation nor the Agent gives any opinion or makes any representation with respect to the tax consequences to the Subscriber under United States federal, state or local, Canadian federal, provincial or local or other foreign tax law with respect to the foregoing.

6.3Industry Specific Acknowledgements and Risks

The Subscriber, on its own behalf and, if applicable, on behalf of each beneficial purchaser, including any Disclosed Principal, for whom it is acting hereunder, hereby acknowledges, covenants and agrees as follows:

(a)*Nature of the business model*. Since the cultivation, manufacturing, possession and distribution of cannabis for medical, adult-use (i.e., recreational) or otherwise, that is not related to research sanctioned by the United States federal government, is prohibited under Federal Cannabis Laws, it is possible that the Corporation may be forced to cease certain of the Corporation’s activities. The United States federal government, through, among others, the Department of Justice (“**DOJ**”), its sub-agency the Drug Enforcement Agency (“**DEA**”), and the Internal Revenue Service (“**IRS**”), have the right to actively investigate, audit and shutdown cannabis growing facilities, processors and retailers. The United States federal government may also attempt to seize property. Any action taken by the DOJ, the DEA and/or the IRS to impede, seize or shutdown the Corporation’s operations will have an adverse effect on the Corporation’s business, operating results and financial condition.

(b)*Some of the Corporation's business activities, while believed to be compliant with State and/or Local Cannabis Regulations, are prohibited under Federal Cannabis Laws*. In the United States, medical and adult-use cannabis industry operations are largely regulated at the state and local levels. Although certain states and territories of the United States authorize medical and/or adult-use cannabis cultivation, manufacturing and distribution by operating entities licensed or registered under State and/or Local Cannabis Regulations, under Federal Cannabis Laws, the possession, cultivation, manufacturing and distribution of cannabis, for any purpose other than DEA-sanctioned research, and any related drug paraphernalia, is prohibited, and constitute criminal acts under Federal Cannabis Laws, including the Controlled Substances Act ("**CSA**"). The contribution to and involvement in such activities may result in federal civil and/or criminal prosecution, incarceration and/or forfeiture of the Subscriber's entire investment.

Violations of any Federal Cannabis Laws could result in significant fines, penalties, administrative sanctions, convictions or settlements arising from civil proceedings conducted by either the federal government or private citizens, or criminal charges, including but not limited to disgorgement of profits, cessation of business activities or divestiture. This could have a material adverse effect on the Corporation, including the Corporation's reputation and ability to conduct business, the Corporation's holding (directly or indirectly) of State and/or Local Cannabis Licenses, the Corporation's financial position, operating results, profitability or liquidity or the market price of the Shares. In addition, it is difficult to estimate the time or resources that would be needed for the investigation of any such matters or its final resolution because, in part, the time and resources that may be needed are dependent on the nature and extent of any information requested by the applicable authorities involved, and such time or resources could be substantial.

In addition, since the possession, cultivation, manufacturing, and distribution of cannabis and any related drug paraphernalia is prohibited under Federal Cannabis Laws, the Corporation may be deemed to be aiding-and-abetting criminal activities through the contracts the Corporation has entered into and the products that the Corporation distributes. The Corporation cultivates and manufactures cannabis, and distributes cannabis products through operating dispensaries, and otherwise, leases intellectual property and/or real property in a number of states. As a result, law enforcement authorities, in their attempt to regulate the illicit distribution of cannabis and any related drug paraphernalia, may seek to bring an action or actions against the Corporation, including, but not limited to, aiding and abetting another's criminal activities. The federal aiding and abetting statute provides that anyone who "commits an offense against the United States or aids, abets, counsels, commands, induces or procures its commission, is punishable as a principal." As a result of such an action, the Corporation may be forced to cease certain operations and the Subscriber could lose its entire investment. Such an action would have a material adverse effect on the Corporation's business and operations.

State and/or Local Cannabis Regulations are relatively new and constantly evolving, so there are uncertainties as to how the state authorities will interpret and administer applicable regulatory requirements. Any determination that the Corporation fails to comply with State and/or Local Cannabis Regulations would require the Corporation either to significantly change or terminate lines of business, or the business as a whole, which would have a material adverse effect on the Corporation's business.

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(c)*Regulatory risks are inherent to the Corporation*. The activities of the Corporation are subject to regulation by Government Authorities. The Corporation's business objectives are contingent upon, in part, compliance with regulatory requirements enacted by these Government Authorities and obtaining all regulatory approvals, where necessary, for the distribution of products in each jurisdiction in which the Corporation operates. The Corporation cannot predict the time required to secure all appropriate regulatory approvals, or the extent of testing and documentation that may be required by Government Authorities. Any delays in obtaining, or failure to obtain regulatory approvals would significantly delay the development of markets and products and could have a material adverse effect.

No assurance can be given that new rules and regulations will not be enacted or that existing rules and regulations will not be applied in a manner which could limit or curtail the Corporation's ability to cultivate, manufacture, or distribute cannabis. Amendments to current laws and regulations governing the cultivation, manufacturing, or distribution of cannabis, or more stringent implementation thereof could have a material adverse effect on the Corporation.

(d)*Regulatory scrutiny of the Corporation's industry may negatively impact its ability to raise additional capital*. The Corporation's business activities are expected to rely on newly established and developing laws and regulations, including in a number of states. These laws and regulations are rapidly evolving and subject to change with minimal notice. Regulatory changes may adversely affect the Corporation's profitability or cause it to cease operations entirely. The cannabis industry may come under the scrutiny or further scrutiny of the Food and Drug Administration (the "**FDA**"), the Alcohol and Tobacco Tax and Trade Bureau; the Bureau of Alcohol, Tobacco, Firearms, and Explosives; Securities and Exchange Commission; DOJ; the Financial Industry Regulatory Advisory or other federal, state or other applicable state or non-governmental regulatory authorities or self-regulatory organizations that supervise or regulate the cultivation, manufacture, and distribution of cannabis for medical or adult-use purposes in the United States. It is impossible to determine the extent of the impact of any new laws, regulations or initiatives that may be proposed, or whether any proposals will become law. The regulatory uncertainty surrounding the Corporation's industry may adversely affect the business and operations of the Corporation, including without limitation, the costs to remain compliant with applicable laws and the impairment of the Corporation's business or the ability to raise additional capital, which could reduce, delay or eliminate any return on investment in the Corporation.

(e)*The size of the Corporation's target market is difficult to quantify and the Subscriber will be reliant on their own estimates on the accuracy of market data*. Because the cannabis industry is in an early stage with uncertain boundaries, there is a lack of information about comparable companies available for review in deciding about whether to invest in the Corporation and, few, if any, established companies whose business model the Corporation can follow or upon whose success the Corporation can build. Accordingly, the Subscriber will have to rely on their own estimates in deciding about whether to invest in the Corporation. There can be no assurance that the Corporation's estimates will be accurate or that the market size is sufficiently large for its business to grow as projected or anticipated, which may negatively impact its financial results.

(f)*The Corporation may have difficulty accessing the service of banks and processing credit card payments in the United States, which may make it difficult for the*

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Corporation to operate. In February 2014, the Financial Crimes Enforcement Network ("**FinCEN**") bureau of the Treasury Department issued guidance (which is not law) with respect to financial institutions providing banking services to cannabis businesses, including burdensome due diligence expectations and reporting requirements. This guidance does not provide any safe harbors or legal defenses from examination or regulatory or criminal enforcement actions by the DOJ, FinCEN or other federal regulators. Thus, most banks and other financial institutions are not comfortable providing banking services to cannabis-related businesses, or relying on this guidance, which can be amended or revoked at any time. In addition to the foregoing, banks may refuse to process debit card payments and credit card companies generally refuse to process credit card payments for cannabis-related businesses. As a result, the Corporation may have limited or no access to banking or other financial services in the United States and may have to operate the Corporation's business on an all-cash basis. The inability or limitation in the Corporation's ability to open or maintain bank accounts, obtain other banking services and/or accept credit card and debit card payments in the United States may make it difficult for the Corporation to operate and conduct business as planned.

(g)*Federal trademark and patent protection may not be available for the intellectual property of the Corporation due to the current classification of marijuana as a Schedule I controlled substance*. As long as marijuana remains illegal under Federal Cannabis Laws as a Schedule I controlled substance pursuant to the CSA, the benefit of certain federal laws and protections which may be available to most businesses, such as federal trademark and patent protection regarding the intellectual property of a business, may not be available to the Corporation. As a result, the Corporation's intellectual property may never be adequately or sufficiently protected against the use or misappropriation by third-parties. In addition, since the regulatory framework of the cannabis industry is in a constant state of flux, the Corporation can provide no assurance that it will ever obtain any protection of its intellectual property, whether on a federal, state or local level.

(h)*The Corporation's contracts may not be legally enforceable in the United States*. Because certain of the Corporation's contracts involve cannabis and other activities that are not legal under Federal Cannabis Laws and in certain state jurisdictions, the Corporation may face difficulties enforcing such contracts in federal and certain state courts.

(i)*There is uncertainty surrounding the policies of the United States federal government*. As a result of the conflict of laws that currently exists between Federal Cannabis Laws and the State and/or Local Cannabis Regulations, investments in cannabis business in the United States are subject to inconsistent laws and regulation. The response to this inconsistency was addressed in August 2013 when then Deputy Attorney General, James Cole, authored the Cole Memorandum (the "**Memorandum**"). The Memorandum was addressed to all U.S. Attorneys acknowledging that, notwithstanding the designation of cannabis as a controlled substance at the federal level in the United States, several U.S. states enacted State and/or Local Cannabis Regulations for medical and adult-use purposes. The Memorandum outlined certain priorities for the DOJ relating to the prosecution of cannabis offenses. In particular, the Memorandum noted that in jurisdictions that enacted State and/or Local Cannabis Regulations and that have also implemented strong and effective regulatory and enforcement systems to control the cultivation, distribution, sale and possession of cannabis, conduct in compliance with those State and/or Local Cannabis Regulations is less likely to be a priority at the federal level. In light of limited investigative and prosecutorial resources, the Memorandum

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concluded that the DOJ should be focused on addressing only the most significant threats related to cannabis. States where State and/or Local Cannabis Regulations had been enacted were not characterized as a high priority.

On January 4, 2018, then U.S. Attorney General Jeff Sessions issued a memorandum to U.S. Attorneys which rescinded the Memorandum. With the Memorandum rescinded, U.S. federal prosecutors can exercise their discretion, without regard to the priorities enumerated in the Memorandum, in determining whether to prosecute cannabis-related operations that are compliant with State and/or Local Cannabis Regulations but that violate Federal Cannabis Laws.

On March 11, 2021, Merrick Garland was appointed as U.S. Attorney General. At his confirmation hearing, he said, “It does not seem to me a useful use of limited resources that we have, to be pursuing prosecutions in states that have legalized and that are regulating the use of marijuana, either medically or otherwise”. He has not yet reissued the Memorandum, however, or issued substitute guidance. In the fiscal 2022 omnibus spending bill, Congress included the Rohrabacher-Farr amendment which prohibits the Department of Justice from spending funds to interfere with the implementation of state medical cannabis laws until September 30, 2022.

Multiple legislative reforms related to cannabis and cannabis-related banking are currently being considered by the federal government in the United States. Examples include the States Reform Act; the Cannabis Administration and Opportunity Act; the Marijuana Opportunity, Reinvestment and Expungement Act; the Secure and Fair Enforcement (SAFE) Banking Act; and the Capital Lending and Investment for Marijuana Businesses (CLIMB) Act. There can be no assurance that any of these pieces of legislation will become law in the United States.

(j)*Due to the classification of marijuana as a Schedule I controlled substance under the CSA, banks and other financial institutions which service the cannabis industry are at risk of violating certain financial laws, including anti-money laundering statutes*. Because the cultivation, manufacture, and distribution of cannabis is prohibited under the CSA, banks and other financial institutions providing services to cannabis-related businesses risk violation of federal anti-money laundering statutes (18 U.S.C. §§ 1956 and 1957), the unlicensed money-remitter statute (18 U.S.C. § 1960) and the Bank Secrecy Act. These statutes can impose criminal liability for engaging in certain financial and monetary transactions with the proceeds of a “specified unlawful activity” such as distributing controlled substances which are illegal under federal law, including cannabis, and for failing to identify or report financial transactions that involve the proceeds of cannabis-related violations of the CSA. The Corporation may also be exposed to the foregoing risks. In the event that any of the Corporation’s investments, or any proceeds thereof, any dividends or distributions therefrom, or any profits or revenues accruing from such investments in the United States were found to be in violation of money laundering legislation or otherwise, such transactions may be viewed as proceeds of crime under one or more of the statutes noted above or any other applicable legislation.

(k)*Third-party service providers to the Corporation may withdraw or suspend their service under threat of prosecution*. Since under Federal Cannabis Laws the possession, cultivation, manufacturing, and distribution of cannabis and any related drug paraphernalia is prohibited, and any such acts are criminal acts under Federal Cannabis

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Laws, companies that provide goods and/or services to companies engaged in cannabis-related activities may, under threat of federal civil and/or criminal prosecution, suspend or withdraw their services. Any suspension of service and inability to procure goods or services from an alternative source, even on a temporary basis, that causes interruptions in the Corporation's operations could have a material adverse effect on the Corporation's business.

(l)*FDA regulation of medical-use cannabis and the possible registration of facilities where cannabis is cultivated, manufactured, and/or distributed could negatively affect the medical-use cannabis industry, which would directly affect the Corporation's financial condition*. Should the federal government legalize cannabis for medical or adult-use use, it is possible that the FDA, would seek to regulate it under the Federal Food, Drug and Cosmetic Act. Additionally, the FDA may issue rules and regulations including, but not limited to, good manufacturing practice, related to the cultivation, manufacturing, advertising, and distribution of cannabis. Clinical trials may be needed to demonstrate efficacy and safety to support medical claims. It is also possible that the FDA would require that facilities where cannabis is cultivated, manufactured, and/or distributed register with the FDA and comply with certain federally prescribed regulations. In the event that some or all of these regulations are imposed, it is unknown what the impact would be on the cannabis industry, including what costs, requirements and possible prohibitions may be enforced. If the Corporation is unable to comply with the regulations or registration as prescribed by the FDA it may have a material adverse effect on the Corporation's business, operating results and financial condition.

(m)*The Corporation is subject to Section 280E of the Code because of its business activities and the resulting disallowance of tax deductions could cause it to incur more than anticipated U.S. federal income tax*. Under Section 280E of the Code ("**Section 280E**"), "no deduction or credit shall be allowed for any amount paid or incurred during the taxable year in carrying on any trade or business if such trade or business (or the activities which comprise such trade or business) consists of trafficking in controlled substances (within the meaning of schedule I and II of the Controlled Substances Act) which is prohibited by Federal law or the law of any State in which such trade or business is conducted." Cannabis is classified under schedule I of the CSA. Consequently, this provision has been applied by the IRS to cannabis operations, prohibiting them from deducting ordinary business expenses directly associated with the sale of cannabis. Section 280E therefore has a significant impact on the retail side of cannabis operations, but a lesser impact on cultivation and manufacturing operations. A result of Section 280E is that the effective tax rate on cannabis businesses may be extraordinarily high, and an otherwise profitable business may, in fact, operate at a loss, after taking into account its income tax expenses.

(n)*The Corporation's operations in the United States may become the subject of heightened scrutiny by regulators and other authorities*. The Corporation may be subject to significant direct and indirect interaction with public officials as a result of such heightened scrutiny. There can be no assurance that this heightened scrutiny will not in turn lead to the imposition of certain restrictions on the Corporation's ability to operate or invest in the United States or any other jurisdiction. Government policy changes or public opinion may also result in a significant influence over the regulation of the cannabis industry. A negative shift in the public's perception of medical-use and/or adult-use cannabis in the United States or any other applicable jurisdiction could affect future legislation or regulation. Among other things, such a shift could cause state

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jurisdictions to abandon initiatives or proposals to regulate medical and/or adult-use cannabis, thereby limiting the number of new state jurisdictions into which the Corporation could expand.

(o)*Your investment in the Corporation may itself be illegal under U.S. federal law; changes in federal enforcement affecting the cannabis industry may cause adverse effects on the Corporation's business.* Overall, an investor's contribution to and involvement in the Corporation's activities may result in federal civil and/or criminal prosecution, including forfeiture of his, her or its entire investment.

The Corporation is complying with state-regulated cannabis programs, regardless of its legal status under U.S. federal law, and your investment has been designed to be compliant with all applicable state laws and regulations to which the Corporation are subject; however, under U.S. federal law, such investments may be considered illegal under the CSA (particularly 21 U.S.C. § 854) or other indirect criminal liability theories such as aiding and abetting or conspiracy. Additionally, financial transactions involving proceeds generated by cannabis-related conduct can form the basis for prosecution under the federal money laundering statutes (18 U.S.C. § 1956), the unlicensed money transmitter statute and the U.S. Bank Secrecy Act. If the federal government were to reverse its long-standing hands-off approach to the state legal cannabis markets and start more broadly enforcing federal laws regarding cannabis, investors or the Corporation itself could also face criminal liability; in the event that investors or the Corporation faces enforcement it would likely be unable to execute its business plan, and its business and financial results would be adversely affected.

(p)*The Corporation, Its Officers, Investors Or Other Stakeholders May Be Required To Disclose Personal Information To Government Or Regulatory Entities; Failing To Do So Could Negatively Impact The Corporation's Business, Financial Conditions Or Results Of Operations*. The Corporation intends to operate a U.S. state-licensed cannabis business. Acquiring even a minimal or indirect interest in a U.S. state-licensed cannabis business can trigger requirements to disclose officers', investors' and other stakeholders' personal information. While these requirements vary by jurisdiction, some require interest holders to apply for regulatory approval and to provide tax returns, compensation agreements, fingerprints for background checks, criminal history records and other documents and information. Some states require disclosures of directors, officers and holders of more than a specified percentage of equity of the applicant. While some states include exceptions for investments in publicly traded entities, not all states do so, and some such exceptions are confined to companies traded on a U.S. securities exchange. If these regulations apply to the Corporation, investors, officers and other stakeholders are required to comply with such regulations, or face the possibility that any relevant cannabis license held could be revoked or cancelled by the state licensing authority.

6.4Reliance on Acknowledgements, Representations, Warranties and Covenants

The Subscriber acknowledges and agrees that the representations, warranties, covenants and acknowledgements made by the Subscriber in this Subscription Agreement are made with the intention that they may be relied upon by the Corporation, the Agent and their respective legal counsel in determining the Subscriber's eligibility (and, if applicable, the eligibility of the Disclosed Principal) to purchase the Units. The Subscriber further agrees that by accepting, or by having the Agent accept on its behalf at the Closing, the Units, the Subscriber shall be representing and warranting that such representations, warranties, acknowledgements and

covenants are true as at the Closing Time with the same force and effect as if they had been made by the Subscriber at the Closing Time. The Subscriber undertakes to immediately notify the Corporation and the Agent of any change in any statement or other information relating to the Subscriber set forth herein (including in any applicable Schedule attached hereto) which takes place prior to the Closing Time.

ARTICLE 7 - SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1Survival of Representations, Warranties and Covenants of the Corporation

The representations, warranties and covenants of the Corporation contained in this Subscription Agreement shall survive the Closing and, notwithstanding such Closing or any investigation made by or on behalf of the Subscriber with respect thereto, shall continue in full force and effect for the benefit of the Subscriber and the Agent for a period of time as set forth in the Agency Agreement.

7.2Survival of Representations, Warranties and Covenants of the Subscriber

The representations, warranties and covenants of the Subscriber contained in this Subscription Agreement shall survive the Closing and, notwithstanding such Closing or any investigation made by or on behalf of the Corporation or the Agent with respect thereto and notwithstanding any subsequent disposition by the Subscriber of any of the Common Shares, Warrants or Underlying Shares, shall continue in full force and effect for the benefit of the Corporation and the Agent for a period of two years following the Closing.

ARTICLE 8 – COMMISSION AND COMPENSATION

8.1Commission to the Agent

The Subscriber understands that in connection with the issue and sale of the Units pursuant to the Offering, the Agent will receive from the Corporation a cash commission in an amount equal to 3.75% of the gross proceeds of the Offering, provided that such percentage will be reduced to 1.00% in respect of the gross proceeds raised from the issuance or sale of any Units to individuals on the President’s List.

No other fee or commission is payable by the Corporation in connection with the completion of the Offering; however, the Corporation will pay certain fees and expenses of the Agent in connection with the Offering, as set out in the Agency Agreement.

ARTICLE 9 - MISCELLANEOUS

9.1 Further Assurances

Each of the parties hereto upon the request of each of the other parties hereto, whether before or after the Closing Time, shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be necessary or desirable to complete the transactions contemplated herein.

9.2 Notices

(a)Any notice, direction or other instrument required or permitted to be given to any party hereto shall be in writing and shall be sufficiently given if delivered personally, or transmitted by email, as follows:

(i)in the case of the Corporation, to:

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TerrAscend Corp.
357 South Gulph Road, Suite 330
King of Prussia, PA 19406

Attention: Keith Stauffer, Chief Financial Officer
Email: [***]

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

Cassels Brock & Blackwell LLP
40 Temperance Street, Suite 3200
Toronto, ON M5H 0B4

Attention: Jonathan Sherman
Email: [***]

(ii)in the case of the Subscriber, at the address specified on the face page hereof, with a copy to ATB at:

ATB Capital Markets Inc.
66 Wellington Street West, Suite 3530
Toronto, ON M5K 1A1

Attention: Jay Lewis
Email: [***]

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

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, ON M5L 1B9

Attention: Donald Belovich
Email: [***]

(b)Any such notice, direction or other instrument, if delivered personally, shall be deemed to have been given and received on the day on which it was delivered, provided that if such day is not a Business Day then the notice, direction or other instrument shall be deemed to have been given and received on the first Business Day next following such day and if transmitted by email, shall be deemed to have been given and received on the day of its transmission, provided that if such day is not a Business Day or if it is transmitted or received after the end of normal business hours then the notice, direction or other instrument shall be deemed to have been given and received on the first Business Day next following the day of such transmission.

(c)Any party hereto may change its address for service from time to time by notice given to each of the other parties hereto in accordance with the foregoing provisions.

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9.3 Time of the Essence

Time shall be of the essence of this Subscription Agreement and every part hereof.

9.4 Costs and Expenses

Except as otherwise provided in Section 8.1, all costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred in connection with this Subscription Agreement and the transactions herein contemplated shall be paid and borne by the party incurring such costs and expenses.

9.5 Applicable Law

This Subscription Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein. Any and all disputes arising under this Subscription Agreement, whether as to interpretation, performance or otherwise, shall be subject to the non-exclusive jurisdiction of the courts of the Province of Ontario and each of the parties hereto hereby irrevocably attorns to the jurisdiction of the courts of such jurisdiction. The parties acknowledge and agree that that no party makes, will make, or shall be deemed to make or have made any representation or warranty of any kind regarding the compliance of this Agreement, or the activities or the Corporation or any of its subsidiaries, with any Federal Cannabis Laws. Each of the parties acknowledges and agrees on its own behalf and the Subscriber, on its own behalf and, if applicable, on behalf of each beneficial purchaser, including any Disclosed Principal, for whom it is acting hereunder, hereby acknowledges and agrees, that the transactions contemplated by this Agreement do not violate public policy and, to the extent provided under applicable law, agrees to waive on such party's own behalf and with respect to the Subscriber, on its own behalf and, if applicable, on behalf of each beneficial purchaser, including any Disclosed Principal, for whom it is acting hereunder, illegality as a defense to contractual claims arising out of this Agreement or in any other document, instrument, or agreement entered into in connection the transactions contemplated hereby or thereby.

9.6 Entire Agreement

Except as contemplated hereby with respect to the Agency Agreement, this Subscription Agreement, including the Schedules attached hereto, constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein and cancels and supersedes any prior understandings, agreements, negotiations and discussions between the parties hereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements or understandings, express or implied, between the parties hereto other than those expressly set forth in this Subscription Agreement or in any such agreement, certificate, affidavit, statutory declaration or other document as aforesaid. This Subscription Agreement may not be amended or modified in any respect except by written instrument executed by each of the parties hereto.

9.7 Counterparts

This Subscription Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same Subscription Agreement. Counterparts may be delivered either in original or emailed PDF or electronic form and the parties adopt any signature received by email as original signatures of the parties. If less than a complete copy of this Subscription Agreement is delivered to the Corporation or the Agent, the Corporation, the Agent and their respective advisors are entitled to assume that the Subscriber accepts and agrees to all the terms and conditions of the pages not delivered, unaltered.

9.8 Assignment

This Subscription Agreement may not be assigned by either party except with the prior written consent of the other parties hereto.

9.9 Enurement

This Subscription Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors (including any successor by reason of the amalgamation or merger of any party), administrators and permitted assigns.

9.10 Language

It is the express wish of the Subscriber that the Subscription Agreement and any related documentation be drawn up in English. *Il est de la volonté expresse du souscripteur que la présente convention de souscription ainsi que tout document connexe soient rédigés en langue anglaise.*

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The Corporation hereby accepts the subscription for Units as set forth on the face page of this Subscription Agreement on the terms and conditions contained in this Subscription Agreement (including all applicable Schedules attached hereto) this ____ day of June, 2023.

TERRASCEND CORP.

Per: ___
Authorized Signing Officer

[*Signature Page to Subscription Agreement*]

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SCHEDULE “A”
TERM SHEET

(See attached.)

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SCHEDULE "B"
CANADIAN ACCREDITED INVESTOR STATUS CERTIFICATE

The categories listed herein contain certain specifically defined terms. If you are unsure as to the meanings of those terms, or are unsure as to the applicability of any category below, please contact your broker and/or legal advisor before completing this certificate. ***This Schedule "B" is to be completed if the Subscriber is, or, if applicable, the beneficial purchaser for whom the Subscriber is contracting hereunder is, a resident of, or otherwise subject to the Securities Laws of, a province or territory of Canada.***

Terms not otherwise defined herein have the meanings attributed to them in the Subscription Agreement and in National Instrument 45-106 – Prospectus Exemptions ("NI 45-106") promulgated under applicable Securities Laws. All monetary references are in Canadian dollars.

TO: TerrAscend Corp. (the "**Corporation**")

AND TO: ATB Capital Markets Inc. (the "**Agent**")

In connection with the purchase by the undersigned Subscriber of the Units, the Subscriber, on its own behalf and on behalf of each Disclosed Principal for whom the Subscriber is acting (collectively, the "**Subscriber**"), hereby represents, warrants, covenants and certifies to the Corporation and the Agent (and acknowledges that the Corporation, the Agent and their counsel are relying thereon) that:

(a)the Subscriber is resident in or otherwise subject to the laws of the jurisdiction set out as the *"Subscriber's Residential Address"* on the face page of the Subscription Agreement and is purchasing as principal for its own account and not for the benefit of any other person;

(b)the Subscriber is purchasing the Units as principal for its own account and not for the benefit of any other person or is deemed to be purchasing as principal pursuant to NI 45-106;

(c)the Subscriber is an "accredited investor" within the meaning of NI 45-106 on the basis that the undersigned fits within one of the categories of an "accredited investor" reproduced below beside which the undersigned has indicated the undersigned belongs to such category;

(d)the Subscriber was not created or used solely to purchase or hold securities as an accredited investor as described in paragraph (m) below;

(e)if the Subscriber is purchasing under category (j), (k) or (l) below, it has completed and signed Exhibit "A" and Exhibit "B" attached hereto; and

(f)upon execution, this Schedule "B", including Exhibit "A" attached hereto, shall be incorporated into and form a part of the Subscription Agreement to which this Schedule "B" is attached.

(PLEASE CHECK THE BOX OF THE APPLICABLE CATEGORY OF ACCREDITED INVESTOR)

FORMCHECKBOX (a) except in Ontario, a Canadian financial institution, or a Schedule III bank;

FORMCHECKBOX (a.1) in Ontario, a financial institution that is (i) a bank listed in Schedule I, II or III of the *Bank Act* (Canada); (ii) an association to which the *Cooperative Credit Associations Act* (Canada) applies or a central cooperative credit society for which an order has been made under subsection 473(1) of the *Securities Act* (Ontario); or (iii) a loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative or credit union league

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or federation that is authorized by a statute of Canada or Ontario to carry on business in Canada or Ontario, as the case may be;

FORMCHECKBOX (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada);

FORMCHECKBOX (c) a subsidiary of any person or company referred to in paragraphs (a), (a.1) or (b), if the person or company owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary;

FORMCHECKBOX (d) a person or company registered under the securities legislation of a jurisdiction (province or territory) of Canada as an adviser or dealer (or in Ontario, except as otherwise prescribed by the regulations under the *Securities Act* (Ontario));

FORMCHECKBOX (e) an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d);

FORMCHECKBOX (e.1) an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador);

FORMCHECKBOX (f) the Government of Canada or a jurisdiction (province or territory) of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction (province or territory) of Canada;

FORMCHECKBOX (g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec;

FORMCHECKBOX (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;

FORMCHECKBOX (i) a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada), a pension commission or similar regulatory authority of a jurisdiction (province or territory) of Canada;

FORMCHECKBOX (j) an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that, before taxes, but net of any related liabilities, exceeds $1,000,000;

[Note: If you have initialed besides this subsection (j), you must complete Exhibit "A" to this Schedule "B".]

FORMCHECKBOX (j.1) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds $5,000,000;

FORMCHECKBOX (k) an individual whose net income before taxes exceeded $200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded $300,000 in each of the two most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year;

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[Note: If you have initialed besides this subsection (k), you must complete Exhibit "A" to this Schedule "B".]

FORMCHECKBOX (l) an individual who, either alone or with a spouse, has net assets of at least $5,000,000;

[Note: If you have initialed besides this subsection (l), you must complete Exhibit "A" to this Schedule "B".]

FORMCHECKBOX (m) a person, other than an individual or investment fund, that has net assets of at least $5,000,000 as shown on its most recently prepared financial statements;

FORMCHECKBOX (n) an investment fund that distributes or has distributed its securities only to (i) a person that is or was an accredited investor at the time of the distribution, (ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [*Minimum amount investment*] or 2.19 [*Additional investment in investment funds*] of NI 45-106, or (iii) a person described in sub-paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [*Investment fund reinvestment*] of NI 45-106;

FORMCHECKBOX (o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt;

FORMCHECKBOX (p) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be;

FORMCHECKBOX (q) a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction;

FORMCHECKBOX (r) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded;

FORMCHECKBOX (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function;

FORMCHECKBOX (t) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors;

FORMCHECKBOX (u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser;

FORMCHECKBOX (v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor; or

FORMCHECKBOX (w) a trust established by an accredited investor for the benefit of the accredited investor's family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that

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accredited investor, of that accredited investor's spouse or of that accredited investor's former spouse.

FORMCHECKBOX (x) in Ontario, such other persons or companies as may be prescribed by the regulations under the Securities Act (Ontario).
***If checking this category (x), please provide a description of how this requirement is met.

For the purposes hereof, the following definitions are included for convenience:

(a)"bank" means a bank named in Schedule I or II of the *Bank Act* (Canada);

(b)"Canadian financial institution" means (i) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act, or (ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada;

(c)"company" means any corporation, incorporated association, incorporated syndicate or other incorporated organization;

(d)"eligibility adviser" means:

(i) a person that is registered as an investment dealer and authorized to give advice with respect to the type of security being distributed, and

(ii) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not

A.have a professional, business or personal relationship with the issuer, or any of its directors, executive officer, founders, or control persons, and

B.have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months;

(e)"executive officer" means, for an issuer, an individual who is: (i) a chair, vice-chair or president, (ii) a vice-president in charge of a principal business unit, division or function including sales, finance or production, or (iii) performing a policy-making function in respect of the issuer;

(f)"financial assets" means (i) cash, (ii) securities, or (iii) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;

(g) "fully managed account" means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client's express consent to a transaction;

(h)"investment fund" has the same meaning as in National Instrument 81-106 *Investment Fund Continuous Disclosure*;

(i)"person" includes

(i) an individual,

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(ii) a corporation,

(iii) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons whether incorporated or not, and

(iv) an individual or other person in that person's capacity as a trustee, executor, administrator or personal or other legal representative.

(j)"related liabilities" means (i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or (ii) liabilities that are secured by financial assets;

(k)"Schedule III bank" means an authorized foreign bank named in Schedule III of the *Bank Act* (Canada);

(l)"spouse" means, an individual who, (i) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual, (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or (iii) in Alberta, is an individual referred to in paragraph (i) or (ii), or is an adult interdependent partner within the meaning of the Adult Interdependent Relationships Act (Alberta); and

(m)"subsidiary" means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

In NI 45-106 a person or company is an affiliate of another person or company if one of them is a subsidiary of the other, or if each of them is controlled by the same person.

In NI 45-106 and except in Part 2 Division 4 (Employee, Executive Officer, Director and Consultant Exemption) of NI 45-106, a person (first person) is considered to control another person (second person) if (a) the first person beneficially owns or directly or indirectly exercises control or direction over securities of the second person carrying votes which, if exercised, would entitle the first person to elect a majority of the directors of the second person, unless that first person holds the voting securities only to secure an obligation, (b) the second person is a partnership, other than a limited partnership, and the first person holds more than 50% of the interests of the partnership, or (c) the second person is a limited partnership and the general partner of the limited partnership is the first person.

The foregoing representations, warranties and certifications contained in this certificate are true and accurate as of the date of this certificate and will be true and accurate as of the Closing Time (as defined in the Subscription Agreement to which this Schedule "B" is attached) and the Subscriber acknowledges that this accredited investor status certificate is incorporated into and forms a part of the Subscription Agreement to which it is attached. If any such representations, warranties and certifications shall not be true and accurate prior to the Closing Time, the undersigned shall give immediate written notice of such fact to the Corporation prior to the Closing Time.

Dated: _____ Signed: _____

_____
Print the name of Subscriber

_____
If Subscriber is a corporation,
print name and title of Authorized Signing Officer

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EXHIBIT "A" TO SCHEDULE "B"
FORM FOR INDIVIDUAL ACCREDITED INVESTORS

WARNING!

This investment is risky. Don't invest unless you can afford to lose all the money you pay for this investment.

SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER

1. About your investment

Type of securities: **Units comprised of Common Shares and one-half of one Common Share purchase warrant**

Issuer: **TerrAscend Corp.**

Purchased from: **TerrAscend Corp.**

SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER

2. Risk acknowledgement

This investment is risky. Initial that you understand that:	**Your Initials**
Risk of loss - You could lose your entire investment of $ _____ . *[Instruction: Insert the total dollar amount of the investment.]*	
Liquidity risk - You may not be able to sell your investment quickly - or at all.	
Lack of information - You may receive little or no information about your investment.	
Lack of advice - You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the salesperson is registered, go to www.aretheyregistered.ca.	

3. Accredited investor status

You must meet at least **one** of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.	**Your initials**
•Your net income before taxes was more than $200,000 in each of the 2 most recent calendar years, and you expect it to be more than $200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.)	
•Your net income before taxes combined with your spouse's was more than $300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than $300,000 in the current calendar year.	
•Either alone or with your spouse, you own more than $1 million in cash and securities, after subtracting any debt related to the cash and securities.	
•Either alone or with your spouse, you have net assets worth more than $5 million. (Your net assets are your total assets (including real estate) minus your total debt.)	

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4. Your name and signature

By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.

First and last name (please print):

Signature: Date:

SECTION 5 TO BE COMPLETED BY THE SALESPERSON

5. Salesperson information

[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]

First and last name of salesperson (please print):

Telephone: Email:

Name of firm (if registered):

SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER

6. For more information about this investment

TerrAscend Corp.
357 South Gulph Road, Suite 330
King of Prussia, PA 19406

Lynn Gefen, Chief Legal Officer
Phone: [***]
Email: [***]
Website: www.terrascend.com

For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.

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SCHEDULE "C"
EMPLOYEE, EXECUTIVE OFFICER, DIRECTOR AND CONSULTANT
STATUS CERTIFICATE

This Schedule "C" is to be completed if the Subscriber is, or, if applicable, the beneficial purchaser for whom the Subscriber is contracting hereunder is, relying on the Employee, Executive Officer, Director and Consultant Exemption of NI 45-106.

TO: TerrAscend Corp. (the "**Corporation**")

AND TO: ATB Capital Markets Inc. (the "**Agent**")

In connection with the purchase by the undersigned Subscriber of the Units, the Subscriber, on its own behalf and on behalf of each Disclosed Principal for whom the Subscriber is acting (collectively, the "**Subscriber**") hereby represents, warrants, covenants and certifies to the Corporation and the Agent (and acknowledges that the Corporation, the Agent and their counsel are relying thereon) that:

(a)the Subscriber is resident in or otherwise subject to the securities laws of one of the provinces or territories of Canada;

(b)the Subscriber is purchasing the Units as principal for its own account and not for the benefit of any other person;

(c)the Subscriber is relying on the registration and prospectus exemptions provided under Section 2.24 of NI 45-106 on the basis that the Subscriber fits within the category of "employee, executive officer, director and consultant"; and

(d)upon execution of this Schedule "C" by the Subscriber, this Schedule "C" shall be incorporated into and form a part of the Subscription Agreement to which this Schedule "C" is attached.

The foregoing representations contained in this certificate are true and accurate as of the date of this certificate and will be true and accurate as of the Closing Time (as defined in the Subscription Agreement to which this Schedule "C" is attached) and the Subscriber acknowledges that this Employee, Executive Officer, Director and Consultant Status Certificate is incorporated into and forms a part of the Subscription Agreement to which it is attached. If any such representations shall not be true and accurate prior to the Closing Time, the undersigned shall give immediate written notice of such fact to the Corporation prior to the Closing Time.

Dated:

Signed:_____

Print the name of Subscriber

If Subscriber is a corporation,
print name and title of
Authorized Signing Officer

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SCHEDULE "D"
OFFSHORE PURCHASER CERTIFICATE
(For investors outside of Canada and the United States)

TO: TerrAscend Corp. (the "**Corporation**")

AND TO: ATB Capital Markets Inc. (the "**Agent**")

Reference is made to the subscription agreement between the Corporation and the undersigned (referred to herein as the "**Subscriber**") dated as of the date hereof (the "**Subscription Agreement**"). Upon execution of this Subscriber Certificate by the Subscriber, this Subscriber Certificate (including all appendices thereto) shall be incorporated into and form a part of the Subscription Agreement.

Capitalized terms not specifically defined in this Schedule "D" have the meanings ascribed to them in the Subscription Agreement to which this Schedule "D" is attached.

In connection with the purchase by the undersigned Subscriber of the Units, the Subscriber, on its own behalf and on behalf of each Disclosed Principal for whom the Subscriber is acting (collectively, the "**Subscriber**") hereby represents, warrants, covenants and certifies to the Corporation and the Agent (and acknowledges that the Corporation, the Agent and their counsel are relying thereon) that:

(a)the Subscriber is not resident in Canada or subject to applicable Canadian securities laws;

(b)the Subscriber is knowledgeable of, or has been independently advised as to, the applicable securities laws of the International Jurisdiction which would apply to this Subscription Agreement, if any;

(c)the Subscriber is purchasing the Units pursuant to exemptions from any prospectus, registration or similar requirements under the applicable securities laws of that International Jurisdiction or, if such is not applicable, the Subscriber is permitted to purchase the Units under the applicable securities laws of the International Jurisdiction without the need to rely on such an exemption;

(d)the applicable securities laws of the International Jurisdiction do not require the Corporation or the Agent to file a prospectus, registration statement or similar document, to register the Common Shares, Warrants or Underlying Shares or to make any filings with or seek any approvals of any kind whatsoever from any regulatory authority of any kind whatsoever in the International Jurisdiction;

(e)the delivery of this Subscription Agreement, the acceptance of it by the Corporation and the issuance of the Common Shares, Warrants or Underlying Shares to the Subscriber complies with or will comply with, as applicable, all applicable laws of the Subscriber's jurisdiction of residence or domicile and all other applicable laws and will not cause the Corporation or the Agent to become subject to or required to comply with any disclosure, prospectus or reporting requirements under any such applicable laws;

(f)the Subscriber will not sell, transfer or dispose of the Common Shares, Warrants or Underlying Shares except in accordance with all applicable laws, including applicable securities laws of Canada and the United States, and the Subscriber acknowledges that the Corporation shall have no obligation to register any such purported sale, transfer or disposition which violates applicable Canadian or United States securities laws; and

(g)the Subscriber will, if requested by the Corporation, provide such evidence of compliance, including a certificate or opinion of local counsel from the International Jurisdiction, which will confirm all such matters as the Corporation or the Agent or their respective counsel may request.

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The foregoing representations contained in this certificate are true and accurate as of the date of this certificate and will be true and accurate as of the Closing Time (as defined in the Subscription Agreement to which this Schedule "D" is attached) and the Subscriber acknowledges that this Offshore Purchaser Certificate is incorporated into and forms a part of the Subscription Agreement to which it is attached. If any such representations shall not be true and accurate prior to the Closing Time, the undersigned shall give immediate written notice of such fact to the Corporation prior to the Closing Time.

Dated:

Signed:_____

Print the name of Subscriber

If Subscriber is a corporation,
print name and title of
Authorized Signing Officer

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SCHEDULE "E"
ACCREDITED INVESTOR CERTIFICATE

The categories listed herein contain certain specifically defined terms. If you are unsure as to the meanings of those terms, or are unsure as to the applicability of any category below, please contact your broker and/or legal advisor before completing this certificate.

TO: TerrAscend Corp. (the "**Corporation**")

AND TO: ATB Capital Markets Inc. and its United States registered broker-dealer affiliate (together, the "**Agent**")

The undersigned hereby represents and warrants to and covenants and agrees with the Corporation and the Agent that as of the date of the Subscription Agreement to which this Schedule "E" is annexed and as of the Closing (as defined in such Subscription Agreement) that:

(a)The undersigned understands that each of the Corporation and the Agent is relying upon the truthfulness and accuracy of the following representations of the undersigned contained herein and in the Subscription Agreement.

_ Initial if True

(b)The undersigned, if an individual, is not less than twenty-one (21) years of age.

_ Initial if True

(c)The undersigned confirms the representations and warranties made by it in Section 6.1 of the Subscription Agreement.

_ Initial if True

(d)The undersigned has been advised and understands that an investment in the Corporation involves substantial risks, and hereby represents that he/she/it is able to bear the risks of his/her/its investment in the Corporation.

_ Initial if True

(e)The undersigned further represents and acknowledges that he/she/it has been solely responsible for his/her/its own "due diligence" investigation of the Corporation and its management and business, for his/her/its own analysis of the merits and risks of such investment, and for his/her/its own analysis of the fairness and desirability of the terms of such investment.

_ Initial if True

(f)The undersigned has adequate means of providing for the current needs of the undersigned and possible personal contingencies, and the undersigned has no need for liquidity with respect to the Units.

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Initial if True

(g)If the undersigned is an entity, it is authorized and otherwise duly qualified to acquire the Units.

Initial if True

(h)The undersigned disclaims reliance on any statements made or information provided by the Corporation and the Agent or any of their respective officers, employees, agents or representatives in the course of undersigned's consideration of its subscription for the Units other than the statements and information that are set forth in the Subscription Agreement.

Initial if True

(i)The undersigned and each beneficial purchaser on behalf of whom the undersigned is subscribing satisfies the requirements of one or more of the following categories of "accredited investor" within the meaning of Rule 501(a) of Regulation D under the U.S. Securities Act ***[The undersigned should initial in the box to the left of each item applicable to the undersigned, and should insert "BP" in the box to the left of each item applicable to a beneficial purchaser]***:

_____ Category l.	A bank as defined in Section 3(a)(2) of the U.S. Securities Act whether acting in its individual or fiduciary capacity; or
_____ Category 2.	A savings and loan association or other institution as defined in Section 3(a)(5)(A) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; or
_____ Category 3.	A broker or dealer registered pursuant to Section 15 of the United States Securities Exchange of 1934, as amended; or
_____ Category 4.	An insurance company as defined in Section 2(13) of the U.S. Securities Act; or
_Category 5.	An investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state; or
_Category 6.	An investment adviser relying on the exemption from registering with the SEC under section 203(l) or (m) of the Investment Advisers Act of 1940; or
_Category 7.	An insurance company as defined in section 2(a)(13) of the U.S. Securities Act; or
_____ Category 8.	An investment company registered under the United States Investment Company Act of 1940, as amended; or
_____ Category 9.	A business development company as defined in Section 2(a)(48) of the United States Investment Company Act of 1940, as amended; or
_____ Category 10.	A small business investment company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the United States Small Business Investment Act of 1958, as amended; or

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_Category 11. A Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act; or

_____ Category 12. A plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets in excess of U.S.$5,000,000; or

_____ Category 13. An employee benefit plan within the meaning of the United States Employee Retirement Income Security Act of 1974, as amended, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment advisor, or an employee benefit plan with total assets in excess of U.S.$5,000,000 or, if a self-directed plan, the investment decisions are made solely by persons who are Accredited Investors; or

_____ Category 14. A private business development company as defined in Section 202(a)(22) or the United States Investment Advisers Act of 1940, as amended; or

_____ Category 15. An organization described in Section 501(c)(3) of the United States Internal Revenue Code, a corporation, a Massachusetts or similar business trust, a partnership or a limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of U.S.$5,000,000; or

_____ Category 16. A director, executive officer or general partner of the Corporation; or

_____ Category 17. A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds U.S.$ 1,000,000 (excluding the net value of the primary residence of the natural person, with such value being net of any mortgage or other indebtedness secured by the natural person's primary residence); or

_____ Category 18. A natural person who had an individual income in excess of U.S.$200,000 in each of the two most recent years or joint income with that person's spouse in excess of U.S.$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year; or

_____ Category 19. A trust, with total assets in excess of U.S.$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described under the Rule 506(b)(2)(ii) of Regulation D under the U.S. Securities Act; or

_____ Category 20. An entity in which all of the equity owners are accredited investors; or

_____ Category 21. An entity, of a type not listed in Categories 1-15, 19, or 20, not formed for the specific purpose of acquiring the securities offered, owning investments in excess of U.S. $5,000,000.

_____ Category 22. Any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the U.S. Securities and Exchange Commission has designated as qualifying an individual for accredited investor status. In determining whether to designate a professional certification or designation or credential from an accredited educational institution for purposes of this Category 22, the Commission will consider, among others, the following attributes:
(i) The certification, designation, or credential arises out of an examination or series of examinations administered by a self-regulatory organization or other industry body or is issued by an accredited educational institution;

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(ii) The examination or series of examinations is designed to reliably and validly demonstrate an individual's comprehension and sophistication in the areas of securities and investing;
(iii) Persons obtaining such certification, designation, or credential can reasonably be expected to have sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of a prospective investment; and

(iv) An indication that an individual holds the certification or designation is either made publicly available by the relevant self-regulatory organization or other industry body or is otherwise independently verifiable; or

_____ Category 23. Any natural person who is a "knowledgeable employee," as defined in rule 3c–5(a)(4) under the Investment Company Act of 1940, as amended, of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act;

_____ Category 24. Any "family office," as defined in rule 202(a)(11)(G)–1 under the Investment Advisers Act of 1940, as amended:
(i) With assets under management in excess of $5,000,000,
(ii) That is not formed for the specific purpose of acquiring the securities offered, and
(iii) Whose prospective investment is directed by a person who has such knowledge and

experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment;

_____ Category 25. Any "family client," as defined in rule 202(a)(11)(G)–1 under the Investment Advisers Act of 1940, as amended, of a family office meeting the requirements in Category 24 and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (iii) of Category 24.

The representations, warranties, statements and certification made in this Certificate are true and accurate as of the date of this Certificate and will be true and accurate as of the Closing. If any such representation, warranty, statement or certification becomes untrue or inaccurate prior to the Closing, the undersigned shall give the Corporation immediate written notice thereof.

The undersigned agrees that the Subscription Agreement and this Certificate may not be cancelled, terminated, or revoked by the undersigned.

The undersigned acknowledges that the Corporation and the Agent will be relying on this Certificate in connection with the Subscription Agreement.

Capitalized terms used in this Certificate but not defined have the meanings given to them in the Subscription Agreement.

[Signature page follows]

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EXECUTED by the Subscriber this _ day of__, 2023.

If a corporation, partnership or other entity:	**If an individual:**
Signature of Authorized Signatory	*Signature*
Name and Title of Signatory	*Print Name*
Name of Purchasing Entity	*Jurisdiction of Residence*
Jurisdiction of Incorporation/Formation	

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SCHEDULE "F"
CONTACT INFORMATION FOR CANADIAN SECURITIES COMMISSIONS

Alberta Securities Commission
Suite 600, 250 – 5th Street SW
Calgary, Alberta T2P 0R4
Telephone: (403) 297-6454
Toll free in Canada: 1-877-355-0585
Facsimile: (403) 297-2082

British Columbia Securities Commission
P.O. Box 10142, Pacific Centre
701 West Georgia Street
Vancouver, British Columbia V7Y 1L2
Inquiries: (604) 899-6854
Toll free in Canada: 1-800-373-6393
Facsimile: (604) 899-6581
Email: inquiries@bcsc.bc.ca

The Manitoba Securities Commission
500 – 400 St. Mary Avenue
Winnipeg, Manitoba R3C 4K5
Telephone: (204) 945-2548
Toll free in Manitoba 1-800-655-5244
Facsimile: (204) 945-0330

Financial and Consumer Services Commission (New Brunswick)
85 Charlotte Street, Suite 300
Saint John, New Brunswick E2L 2J2
Telephone: (506) 658-3060
Toll free in Canada: 1-866-933-2222
Facsimile: (506) 658-3059
Email: info@fcnb.ca

Government of Newfoundland and Labrador
Financial Services Regulation Division
P.O. Box 8700
Confederation Building
2nd Floor, West Block
Prince Philip Drive
St. John's, Newfoundland and Labrador A1B 4J6
Attention: Director of Securities
Telephone: (709) 729-4189
Facsimile: (709) 729-6187

Government of the Northwest Territories
Office of the Superintendent of Securities
P.O. Box 1320
Yellowknife, Northwest Territories X1A 2L9
Attention: Deputy Superintendent, Legal & Enforcement
Telephone: (867) 920-8984
Facsimile: (867) 873-0243

Nova Scotia Securities Commission
Suite 400, 5251 Duke Street
Duke Tower
P.O. Box 458
Halifax, Nova Scotia B3J 2P8
Telephone: (902) 424-7768
Facsimile: (902) 424-4625

Government of Nunavut
Department of Justice
Legal Registries Division
P.O. Box 1000, Station 570
1st Floor, Brown Building
Iqaluit, Nunavut X0A 0H0
Telephone: (867) 975-6590
Facsimile: (867) 975-6594

Ontario Securities Commission
20 Queen Street West, 22nd Floor
Toronto, Ontario M5H 3S8
Telephone: (416) 593- 8314
Toll free in Canada: 1-877-785-1555
Facsimile: (416) 593-8122
Email: exemptmarketfilings@osc.gov.on.ca
Public official contact regarding indirect collection of information: Inquiries Officer

Prince Edward Island Securities Office
95 Rochford Street, 4th Floor Shaw Building
P.O. Box 2000
Charlottetown, Prince Edward Island C1A 7N8
Telephone: (902) 368-4569
Facsimile: (902) 368-5283

Autorité des marchés financiers
800, Square Victoria, 22e étage
C.P. 246, Tour de la Bourse
Montréal, Québec H4Z 1G3
Telephone: (514) 395-0337 or 1-877-525-0337
Facsimile: (514) 873-6155 (For filing purposes only)
Facsimile: (514) 864-6381 (For privacy requests only)
Email: financementdessocietes@lautorite.qc.ca (For corporate finance issuers);
fonds_dinvestissement@lautorite.qc.ca (For investment fund issuers)

Financial and Consumer Affairs Authority of Saskatchewan
Suite 601 - 1919 Saskatchewan Drive
Regina, Saskatchewan S4P 4H2
Telephone: (306) 787-5879
Facsimile: (306) 787-5899

Government of Yukon
Department of Community Services
Law Centre, 3rd Floor
2130 Second Avenue
Whitehorse, Yukon Y1A 5H6
Telephone: (867) 667-5314
Facsimile: (867) 393-6251

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SCHEDULE “G”
WIRE INSTRUCTIONS – US DOLLARS

[***]

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Certain confidential information contained in this document, marked by [***], has been omitted because the Company has determined that the information (i) is not material and (ii) would likely cause competitive harm if publicly disclosed.

TERRASCEND CORP.

SUBSCRIPTION AGREEMENT FOR CONVERTIBLE DEBENTURES

TO: TERRASCEND CORP.

ND TO: ATB CAPITAL MARKETS INC. and its **United States registered broker-dealer affiliate** (together, the "**Financial Advisor**")

The Subscriber (as hereinafter defined) hereby irrevocably subscribes for and agrees to purchase from TerrAscend Corp. (the "**Corporation**") that number of convertible senior unsecured debentures of the Corporation (the "**Convertible Debentures**") set out below at a price of US$1,000 per Convertible Debenture (the "**Subscription Price**"). The Subscriber agrees to be bound by the terms and conditions set forth in the attached "Terms and Conditions of Subscription for Convertible Debentures" including without limitation the terms, representations, warranties and covenants set forth in the applicable schedules attached thereto. The Subscriber further agrees, without limitation, that the Corporation and the Financial Advisor may rely upon the Subscriber's representations, warranties and covenants contained in such documents.

SUBSCRIPTION AND SUBSCRIBER INFORMATION

Please print all information (other than signatures), as applicable, in the space provided below

Number of Convertible Debentures: _____ **x** US$1,000

(Name of Subscriber)

Account Reference (if applicable):

Aggregate Subscription Cost:
(the "**Subscription Amount**")

By:
Authorized Signature

(Official Capacity or Title – if the Subscriber is not an individual)

Please complete if purchasing as agent or trustee for a principal (beneficial purchaser) (a "Disclosed Principal") and not purchasing as trustee or agent for accounts fully managed by it.

(Name of individual whose signature appears above if different than the name of the subscriber printed above.)

(Name of Disclosed Principal)

(Subscriber's Residential Address, including Province and Postal Code)

(Address of Disclosed Principal)

(Account Reference, if applicable)

(Subscriber's Telephone Number) (Email Address)

The Subscriber hereby provides the following registration and delivery instructions in connection with the Convertible Debentures being purchased hereunder.

Account Registration Information:

(Name)

(Account Reference, if applicable)

(Address, including Postal Code)

Delivery Instructions as set forth below:

(Name)

(Account Reference, if applicable)

(Address)

(Contact Name) (Telephone Number)

Number and kind of securities of the Corporation held, directly or indirectly, if any:

_____

_____

State whether Subscriber is an Insider (as defined herein) of the Corporation:

Yes FORMCHECKBOX No FORMCHECKBOX

State whether Subscriber is a Registrant (as defined herein) of the Corporation:

Yes FORMCHECKBOX No FORMCHECKBOX

State whether Subscriber is a Related Person (as defined herein) of the Corporation:

Yes FORMCHECKBOX No FORMCHECKBOX

State whether Subscriber is a member of a Pro Group:

Yes FORMCHECKBOX No FORMCHECKBOX

Return by:

June 15, 2023

Return as directed by the Corporation

TERMS AND CONDITIONS OF SUBSCRIPTION FOR CONVERTIBLE DEBENTURES

ARTICLE 1 - INTERPRETATION

1.1Definitions

Whenever used in this Subscription Agreement, unless there is something in the subject matter or context inconsistent therewith, the following words and phrases shall have the respective meanings ascribed to them as follows:

"**Accelerated Interest**" shall have the meaning ascribed to such term in Section 3.3.

"**Business Day**" means any day, other than (a) a Saturday, Sunday or statutory holiday in the Province of Ontario, and (b) a day on which banks are generally closed in the Province of Ontario.

"**Closing**" shall have the meaning ascribed to such term in Section 4.1.

"**Closing Date**" shall have the meaning ascribed to such term in Section 4.1.

"**Closing Time**" shall have the meaning ascribed to such term in Section 4.1.

"**Common Shares**" means common shares in the capital of the Corporation.

"**Convertible Debentures**" shall have the meaning ascribed to such term on the face page of this Subscription Agreement.

"**Corporation**" means TerrAscend Corp. and includes any successor corporation to or of the Corporation.

"**CSE**" means the Canadian Securities Exchange.

"**Disclosed Principal**" shall have the meaning ascribed to such term on the face page of this Subscription Agreement.

"**Financial Advisor**" has the meaning ascribed thereto on the face page of this Subscription Agreement.

"**Financial Advisory Agreement**" means the financial advisory agreement to be dated on the Closing Date entered into between the Financial Advisor and the Corporation in respect of the Offering.

"**Insider**" shall have the meaning ascribed to such term in subsection 1(1) of the *Securities Act* (Ontario).

"**Interest Shares**" means the Common Shares issuable in payment of interest on the Convertible Debentures as described in the Term Sheet and in accordance with the terms of the Convertible Debentures.

"**International Jurisdiction**" shall have the meaning ascribed to such term in Section 6.1.

"**Maturity Date**" means the date that is 36 months following the Closing Date.

"**NI 45-106**" means National Instrument 45-106 - *Prospectus Exemptions*.

"**Offering**" means the offering of approximately US$7,500,000 aggregate principal amount of Convertible Debentures to be issued and sold by the Corporation pursuant to the Subscription Agreements.

"**person**" means any individual, corporation, partnership, trust, fund, association, syndicate, organization or other organized group of persons, whether incorporated or not, and an individual or other person in that person's capacity as a trustee, executor, administrator or personal or other legal representative.

"**President's List**" means the list of certain Subscribers designated by the Corporation in advance of Closing.

"**Registrant**" means a dealer, adviser, investment fund manager, an ultimate designated person or chief compliance officer as those terms are used pursuant to the Securities Laws, or a person (as that term is defined herein) registered or otherwise required to be registered under the Securities Laws.

"**Related Person**" shall have the meaning ascribed to such term in Policy 1 of the Issuer Policies of the CSE.

"**SEC**" means the United States Securities and Exchange Commission.

"**Securities Laws**" means as applicable, the securities laws, regulations, rules, blanket rulings, policies, notices, interpretation notes, orders and multilateral or national instruments adopted by the Securities Regulators and the rules of the CSE.

"**Securities Regulators**" means the securities commission or other securities regulatory authorities of all of the Selling Jurisdictions or the relevant Selling Jurisdictions as the context so requires.

"**Selling Jurisdictions**" means the provinces and territories of Canada, the United States and such other jurisdictions in Canada and outside of Canada which are agreed to by the Corporation on the advice of the Financial Advisor.

"**Subscriber**" means the subscriber for the Convertible Debentures as set out on the face page of this Subscription Agreement and includes, as applicable, each Disclosed Principal for whom it is acting.

"**Subscription Agreement**" means this subscription agreement (including any schedules hereto) and any instrument amending this Subscription Agreement; "**herein**", "**hereof**", "**hereto**", "**hereunder**", and similar expressions mean and refer to this Subscription Agreement and not to a particular Article or Section; and the expression "**Article**" or "**Section**" followed by a number means and refers to the specified Article or Section of this Subscription Agreement.

"**Subscription Amount**" shall have the meaning ascribed to such term on the face page of this Subscription Agreement.

"**Subscription Price**" shall have the meaning ascribed to such term on the face page of this Subscription Agreement.

"**Term Sheet**" means the term sheet attached hereto as Schedule "A".

"**Underlying Shares**" means the Common Shares issuable on conversion of the Convertible Debentures;

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

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

1.2Gender and Number

Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine gender and words importing persons shall include firms and corporations and vice versa.

1.3Currency

Unless otherwise specified, all dollar amounts in this Subscription Agreement, including the symbol "$", are expressed in Canadian dollars.

1.4Subdivisions and Headings

The division of this Subscription Agreement into Articles, Sections, Schedules and other subdivisions and the inclusion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Subscription Agreement. The headings in this Subscription Agreement are not intended to be full or precise descriptions of the text to which they refer. Unless something in the subject matter or context is inconsistent therewith, references herein to an Article, Section, Subsection, paragraph, clause or Schedule are to the applicable article, section, subsection, paragraph, clause or schedule of this Subscription Agreement.

ARTICLE 2 - SCHEDULES

2.1Description of Schedules

The following are the Schedules attached to and incorporated in this Subscription Agreement by reference and deemed to be a part hereof:

Schedule "A" - Term Sheet
Schedule "B" - Interest Election Certificate
Schedule "C" - Canadian Accredited Investor Status Certificate
Schedule "D" - Employee, Executive Officer, Director and Consultant Status Certificate
Schedule "E" - Offshore Purchaser Certificate
Schedule "F" - Accredited Investor Certificate
Schedule "G" - Contact Information For Canadian Securities Commissions
Schedule "H" - Wire Instructions

ARTICLE 3- SUBSCRIPTION AND TERMS OF THE CONVERTIBLE DEBENTURES

3.1Subscription for Convertible Debentures

The Subscriber hereby confirms its irrevocable subscription for the number of Convertible Debentures as set out on the face page hereof from the Corporation, on and subject to the terms and conditions set out in this Subscription Agreement, for the Subscription Amount which is payable as described in Article 4 hereto.

3.2Terms of the Convertible Debentures

The Convertible Debentures shall be in such form and shall contain such terms and conditions as agreed to by the Corporation on the advice of the Financial Advisor. A summary of certain terms of the Convertible Debentures are set forth in the Term Sheet attached hereto as Schedule "A", however reference should be made to the definitive terms of the Convertible Debentures. In the event of a conflict or inconsistency between the Term

Sheet and the terms of the Convertible Debentures, the terms of the Convertible Debentures shall be paramount and shall govern.

3.3Interest on Convertible Debentures

The Subscriber acknowledges that each Convertible Debenture shall bear interest at a rate of 9.9% per annum from the Closing Date, calculated and compounded semi-annually and payable on the Maturity Date, provided that, the Subscriber may, upon properly completing, signing and delivering Schedule "B" attached hereto (the "**Interest Election Certificate**"), elect to receive up to 4.95% per annum of such interest payable in cash on a semi-annual basis (the "**Accelerated Interest Payments**"). The Subscriber further acknowledges that the Subscriber will only be eligible to receive the Accelerated Interest Payments if the Interest Election Certificate has been properly completed, signed and delivered to the Corporation along with the executed copy of this Subscription Agreement.

3.4Acceptance and Rejection of Subscription by the Corporation

The Subscriber acknowledges and agrees that the Corporation reserves the right, in its absolute discretion, to reject this subscription for Convertible Debentures, in whole or in part, at any time prior to the Closing Time. If this subscription is rejected in whole, any cheques or other forms of payment delivered to the Corporation or to counsel to the Corporation representing the Subscription Amount will be promptly returned to the Subscriber without interest or deduction. If this subscription is accepted only in part, a cheque representing any refund of the Subscription Amount for that portion of the subscription for the Convertible Debentures which is not accepted, will be promptly delivered to the Subscriber without interest or deduction.

ARTICLE 4 - CLOSING

4.1Closing

Delivery and sale of the Convertible Debentures and payment of the Subscription Amount will be completed (the "**Closing**") at the offices of the Corporation's counsel, Cassels Brock & Blackwell LLP in Toronto, Ontario at 9:00 a.m. (Toronto time) (the "**Closing Time**") on June 20, 2023 or such other place, date or time as the Corporation may determine (the "**Closing Date**"), provided such date is not later than a day mandated by the CSE. At Closing, settlement of the Convertible Debentures will be completed in certificated form.

4.2Conditions of Closing

The Subscriber acknowledges and agrees that the obligations of the Corporation hereunder are conditional on the accuracy of the representations and warranties of the Subscriber contained in this Subscription Agreement as of the date of this Subscription Agreement and the Corporation is relying on the truth of the representations and warranties of the Subscriber contained in this Subscription Agreement as of the date of this Subscription Agreement, and as of the Closing Time as if made at and as of the Closing Time, and the fulfillment of the following additional conditions as soon as possible and in any event not later than the Closing Time:

(a)on or before June 15, 2023, payment by the Subscriber of the Subscription Amount by way of electronic money transfer in United States dollars in accordance with the wire instructions attached hereto as Schedule "H", or such other payment method as may be agreed to by the Corporation;

(b)on or before June 15, 2023, the Subscriber having properly completed, signed and delivered this Subscription Agreement (including the Interest Election Certificate in Schedule "B" (if the Subscriber is so electing), the Canadian Accredited Investor Status Certificate in Schedule "C", the Employee, Executive Officer, Director and Consultant Status Certificate in Schedule "D", the

Offshore Purchaser Certificate in Schedule “E”, the Accredited Investor Certificate in Schedule “F”, as applicable, including any exhibit attached thereto, as applicable) as may be directed by the Corporation;

(c)the Subscriber having executed and returned to the Corporation, at the Corporation’s request, all other documents as may be required by the Securities Laws for delivery by the Corporation on behalf of the Subscriber;

(d)the Corporation accepting the Subscriber’s subscription, in whole or in part;

(e)the Corporation having obtained all necessary approvals and consents and regulatory approvals in respect of the Offering;

(f)the issue and sale of the Convertible Debentures being exempt from the requirement to file a prospectus or registration statement and the requirement to deliver an offering memorandum under applicable Securities Laws relating to the offer and sale of the Convertible Debentures, or the Corporation having received such orders, consents or approvals as may be required to permit such sale without the requirement to file a prospectus or registration statement or to deliver an offering memorandum; and

(g)all documentation relating to the offer, sale and issuance of the Convertible Debentures being in form and substance satisfactory to the Corporation on the advice of the Financial Advisor.

4.3Authorization of the Corporation

The Subscriber irrevocably authorizes the Corporation, in its discretion, to act as the Subscriber’s representative in connection with the Offering and at the Closing, and hereby appoints the Corporation, with full power of substitution, as its true and lawful attorney with full power and authority in the Subscriber’s place and stead:

(a)to execute in the Subscriber’s name and on its behalf all closing receipts and required documents, to complete and correct any errors or omissions in any form or document provided by the Subscriber, including this Subscription Agreement and the Schedules hereto, in connection with the subscription for the Convertible Debentures;

(b)to extend such time periods and to waive, in whole or in part, any representations, warranties, covenants or conditions for the Subscriber’s benefit contained in this Subscription Agreement or any ancillary or related document; and

(c)to terminate or not deliver this Subscription Agreement if any condition precedent is not satisfied, in such manner and on such terms and conditions as the Corporation in its sole discretion may determine.

This power of attorney is irrevocable, is coupled with an interest and has been given for valuable consideration, the receipt and adequacy of which is acknowledged. This power of attorney and other rights and privileges granted under this section will survive any legal or mental incapacity, dissolution, bankruptcy or death of the Subscriber. This power of attorney extends to the heirs, executors, administrators, other legal representatives and successors, transferees and assigns of the Subscriber. Any person dealing with the Corporation may conclusively presume and rely upon the fact that any document, instrument or agreement executed by the Corporation pursuant to this power of attorney is authorized and binding on the Subscriber, without further inquiry. The Subscriber agrees to be bound by any representations or actions made or taken by the Corporation pursuant

to this power of attorney, and waives any and all defences that may be available to contest, negate or disaffirm any action of the Corporation taken in good faith under this power of attorney.

ARTICLE 5 – REPRESENTATIONS AND WARRANTIES OF THE CORPORATION

5.1Representations, Warranties and Covenants of the Corporation

The Subscriber shall have the benefit of the representations, warranties and covenants made by the Corporation to the Financial Advisor and set forth in the Financial Advisory Agreement. Such representations, warranties and covenants shall be deemed to be incorporated herein as if they are reproduced in their entirety (with such changes as are necessary in order to reflect that such representations, warranties and covenants are being made by the Corporation to the Subscriber), shall form an integral part of this Subscription Agreement and shall survive the Closing and shall continue in full force and effect for the benefit of the Subscriber in accordance with the Financial Advisory Agreement.

ARTICLE 6 – ACKNOWLEDGEMENTS, COVENANTS, REPRESENTATIONS AND WARRANTIES OF THE SUBSCRIBER

6.1Acknowledgements, Representations, Warranties and Covenants of the Subscriber

The Subscriber, on its own behalf and, if applicable, on behalf of each beneficial purchaser, including any Disclosed Principal, for whom it is acting hereunder, hereby acknowledges, represents and warrants to, and covenants with, the Corporation and the Financial Advisor as follows and acknowledges that the Corporation and the Financial Advisor are relying on such acknowledgments, representations, warranties and covenants in connection with the transactions contemplated herein:

(a)The Subscriber certifies that it is resident, or if not an individual has its head office, in the jurisdiction set out on the face page of this Subscription Agreement. Such address was not created and is not being used solely for the purpose of acquiring the Convertible Debentures and the Subscriber was solicited to purchase the Convertible Debentures in only such jurisdiction.

(b)The Subscriber was not created or used solely to purchase or hold securities as an “accredited investor” within the meaning of NI 45-106.

(c)If the Subscriber is resident in a jurisdiction of Canada, the Subscriber has properly completed, executed and delivered to the Corporation the certificate as set forth in Schedule “C” (Canadian Accredited Investor Status Certificate) or Schedule “D” (Employee, Executive Officer, Director and Consultant Status Certificate) as applicable, and the information contained therein is true and correct as of the date hereof and will be true and correct as of the Closing Time, and if less than a complete copy of this Subscription Agreement is delivered to the Corporation, the Corporation and its advisors are entitled to assume that the Subscriber accepts and agrees to all the terms and conditions of the pages not delivered, unaltered.

(d)The Subscriber is an “accredited investor” as defined in Rule 501 of Regulation D promulgated under the U.S. Securities Act. The Subscriber agrees to furnish any additional information requested by the Corporation or any of its affiliates to assure compliance with applicable U.S. federal and state securities laws in connection with the purchase and sale of the Convertible Debentures. Each Subscriber, regardless of residency, has properly completed, executed and delivered to the Corporation the

certificate as set forth in Schedule “F” (Accredited Investor Certificate), and the information contained therein is true and correct as of the date hereof and will be true and correct as of the Closing Time.

(e)If the Subscriber is a resident of a country other than Canada or the United States (an “**International Jurisdiction**”) then, in addition to the other representations and warranties contained herein, the Subscriber represents and warrants that:

(i)the Subscriber is knowledgeable of, or has been independently advised as to, the applicable securities laws of the International Jurisdiction which would apply to this Subscription Agreement, if any;

(ii)the Subscriber is purchasing the Convertible Debentures pursuant to exemptions from any prospectus, registration or similar requirements under the applicable securities laws of that International Jurisdiction or, if such is not applicable, the Subscriber is permitted to purchase the Convertible Debentures under the applicable securities laws of the International Jurisdiction without the need to rely on such an exemption;

(iii)the applicable securities laws of the International Jurisdiction do not require the Corporation to file a prospectus, registration statement or similar document, to register the Convertible Debentures, the Underlying Shares or the Interest Shares or to make any filings with or seek any approvals of any kind whatsoever from any regulatory authority of any kind whatsoever in the International Jurisdiction;

(iv)the delivery of this Subscription Agreement, the acceptance of it by the Corporation and the issuance of the Convertible Debentures, the Underlying Shares or the Interest Shares to the Subscriber complies with or will comply with, as applicable, all applicable laws of the Subscriber’s jurisdiction of residence or domicile and all other applicable laws and will not cause the Corporation or the Financial Advisor to become subject to or required to comply with any disclosure, prospectus or reporting requirements under any such applicable laws;

(v)the Subscriber has completed and delivered to the Corporation the certificate in Schedule “E” (the Offshore Purchaser Certificate) evidencing the Subscriber’s (and any Disclosed Principal’s) status under the securities laws of its International Jurisdiction and confirms the truth and accuracy of all statements made in such certificate as of the date of this Subscription Agreement and as of the Closing Time; and

(vi)the Subscriber will, if requested by the Corporation, or its counsel, deliver to the Corporation a certificate or opinion of local counsel from the International Jurisdiction in which the Subscriber resides which will confirm the matters referred to in subsections (ii), (iii) and (iv) above to the satisfaction of the Corporation and its counsel, acting reasonably.

(f)The Subscriber acknowledges that the distribution of the Convertible Debentures in Canada is being made on an exempt distribution basis and that any resale of the Convertible Debentures in Canada must be made through an appropriately registered dealer or in accordance with an available exemption from the dealer registration requirements of applicable securities laws, and in accordance with, or pursuant to an

exemption from, the prospectus requirements of such laws, which vary depending on the province.

(g)The acknowledgements, representations, warranties, covenants and information of the Subscriber contained in this Subscription Agreement (including Schedule “C”, “Schedule “D”, Schedule “E” or Schedule “F”, as applicable) are true and correct as of the date of execution of this Subscription Agreement and will be true and correct as of the Closing Time.

(h)The Subscriber is aware that none of the Convertible Debentures, the Underlying Shares or the Interest Shares have been and none of them will be registered under the U.S. Securities Act or the securities laws of any state and that the Convertible Debentures, the Underlying Shares or the Interest Shares may not be offered or sold, directly or indirectly, in the United States unless registered under the U.S. Securities Act and the securities laws of all applicable states of the United States or unless an exemption from such registration requirements is available, and the Subscriber acknowledges that the Corporation has no obligation or present intention of filing a registration statement under the U.S. Securities Act or applicable state securities laws in respect of any of the Convertible Debentures, the Underlying Shares or the Interest Shares.

(i)The Subscriber undertakes and agrees that it will not offer or sell any of the Convertible Debentures, the Underlying Shares or the Interest Shares unless such securities are registered under the U.S. Securities Act and the securities laws of all applicable states of the United States, or an exemption from such registration requirement is available.

(j)The Subscriber represents and warrants that, to its knowledge, the offer, sale and issuance of the Convertible Debentures to the Subscriber under this Agreement is not a transaction, or part of a chain of transactions which, although in technical compliance with an available exemptions under the U.S. Securities Act, is part of a plan or scheme to evade the registration requirements of the U.S. Securities Act.

(k)The execution and delivery of this Subscription Agreement, the performance and compliance with the terms hereof, the subscription for the Convertible Debentures and the completion of the transactions described herein by the Subscriber will not result in any material breach of, or be in conflict with or constitute a material default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a material default under any term or provision of the constating documents, by-laws or resolutions of the Subscriber, the Securities Laws or any other laws applicable to the Subscriber, any agreement to which the Subscriber is a party, or any judgment, decree, order, statute, rule or regulation applicable to the Subscriber.

(l)The Subscriber is subscribing for the Convertible Debentures as principal for its own account and not for the benefit of any other person (within the meaning of applicable Securities Laws), unless it is subscribing as agent for a Disclosed Principal or acting as trustee or agent for a fully managed account (including for certainty, a portfolio manager or comparable advisor). If it is subscribing as agent for a Disclosed Principal, it has disclosed the name of the Disclosed Principal on the face page of this Subscription Agreement and acknowledges that the Corporation may be required by law to disclose to certain regulatory authorities the identity of each Disclosed Principal for whom the Subscriber is acting.

(m)In the case of a subscription for the Convertible Debentures by the Subscriber acting as trustee or agent for a fully managed account (including for greater certainty, a portfolio manager or comparable advisor) or as agent for a Disclosed Principal, the Subscriber is duly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with such subscription on behalf of the fully managed account or Disclosed Principal, as applicable and this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of and constitutes a legal, valid and binding agreement of, the fully managed account or Disclosed Principal, as applicable.

(n)In the case of a subscription for the Convertible Debentures by the Subscriber acting as principal, this Subscription Agreement (and all other documentation in connection with such subscription) has been duly authorized, executed and delivered by, and constitutes a legal, valid and binding agreement of, the Subscriber. This Subscription Agreement will be enforceable in accordance with its terms against the Subscriber.

(o)If the Subscriber is:

(i)a corporation, the Subscriber is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and has all requisite legal and corporate power and authority to execute and deliver this Subscription Agreement, to subscribe for the Convertible Debentures as contemplated herein and to carry out and perform its covenants and obligations hereunder and has obtained all necessary approvals in respected thereof and the individual signing this Subscription Agreement has been duly authorized to execute and deliver this Subscription Agreement;

(ii)a partnership, syndicate or other form of unincorporated organization, the Subscriber has the necessary legal capacity and authority to execute and deliver this Subscription Agreement, to subscribe for the Convertible Debentures as contemplated herein and to carry out and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof and the individual signing this Subscription Agreement has been duly authorized to execute and deliver this Subscription Agreement; or

(iii)an individual, the Subscriber is of the full age of majority in his or her jurisdiction of residence and is legally competent to execute, deliver and be bound by this Subscription Agreement, to subscribe for the Convertible Debentures as contemplated herein and to carry out and perform his or her covenants and obligations hereunder.

(p)There is no person acting or purporting to act in connection with the Offering who is entitled to any brokerage or finder's fee. If any person establishes a claim that any fee or other compensation is payable in connection with this subscription for the Convertible Debentures, the Subscriber covenants to indemnify and hold harmless the Corporation with respect thereto and with respect to all costs reasonably incurred in the defence thereof.

(q)The Subscriber is not acting jointly or in concert with any other subscriber in connection with the Offering for the purpose of the acquisition of the Convertible Debentures.

(r)If required by applicable Securities Laws or the Corporation, the Subscriber will execute, deliver and file or assist the Corporation in filing such reports, undertakings and other documents with respect to the issue and/or sale of the Convertible Debentures as may be required by any securities commission, stock exchange or other regulatory authority.

(s)The Subscriber has been advised to consult its own legal advisors with respect to the execution, delivery and performance by it of the Subscription Agreement and the transactions contemplated by this Subscription Agreement, including but not limited to, trading in the Convertible Debentures, the Underlying Shares and the Interest Shares and with respect to the hold periods and resale restrictions imposed by the Securities Laws of the jurisdiction in which the Subscriber resides and other applicable securities laws, and acknowledges that no representation has been made by the Corporation respecting the applicable hold periods imposed by the Securities Laws or other resale restrictions applicable to such securities which restrict the ability of the Subscriber (or others for whom it is contracting hereunder) to resell such securities, that the Subscriber (or others for whom it is contracting hereunder) is solely responsible to find out what these restrictions are and the Subscriber is solely responsible (and neither the Corporation nor the Financial Advisor are in any way responsible) for compliance with applicable resale restrictions and the Subscriber is aware that it (or beneficial persons for whom it is contracting hereunder) may not be able to resell such securities except in accordance with limited exemptions under the Securities Laws and other applicable securities laws.

(t)The Subscriber has not received or been provided with, nor has it requested, nor does it have any need to receive, a prospectus, offering memorandum, within the meaning of the Securities Laws, or any sales or advertising literature in connection with the Offering or any document purporting to describe the business and affairs of the Corporation which has been prepared for review by prospective purchasers to assist such purchasers in making an investment decision in respect of the Convertible Debentures and the Subscriber's decision to subscribe for the Convertible Debentures was not based upon, and the Subscriber has not relied upon, any verbal or written representations as to facts made by or on behalf of the Corporation or the Financial Advisor, or any employee, agent or affiliate thereof or any other person associated therewith, except as set forth herein. The Subscriber's decision to subscribe for the Convertible Debentures was based solely upon this Subscription Agreement, the Term Sheet attached hereto as Schedule "A" and information about the Corporation which is publicly available (any such information having been obtained by the Subscriber without independent investigation or verification by the Financial Advisor).

(u)The Subscriber is not purchasing the Convertible Debentures with knowledge of material information or knowledge of a "material fact" or "material change" (as those terms are defined in applicable Securities Laws) concerning the Corporation which has not been generally disclosed.

(v)Neither the Corporation nor the Financial Advisor, nor any of their directors, employees, officers, affiliates or agents has made any written or oral representations:

(i)that any person will resell or repurchase the Convertible Debentures;

(ii)that any person will refund all or any part of the Subscription Amount; or

(iii)as to the future price or value of the Convertible Debentures or the Underlying Shares or the Interest Shares.

(w)The subscription for the Convertible Debentures has not been made through or as a result of, and the distribution of the Convertible Debentures is not being accompanied by any advertisement, including without limitation in advertisements, articles, notices or other printed public media, radio, television, internet or other form of telecommunications, including electronic display, or as part of a general solicitation, including by means of any "general solicitation" or "general advertising" (as such terms are used in Regulation D under the U.S. Securities Act).

(x)The Subscriber confirms that it:

(i)has such knowledge in financial and business affairs as to be capable of evaluating the merits and risks (including the potential loss of its entire investment) of its proposed investment in the Convertible Debentures;

(ii)is capable of assessing the merits and risks (including the potential loss of their entire investment) of the proposed investment in the Convertible Debentures;

(iii)is aware of the characteristics of the Convertible Debentures and understands the risks relating to an investment therein; and

(iv)is able to bear the economic risk of loss of its investment in the Convertible Debentures.

(y)The funds representing the Subscription Amount which will be advanced by the Subscriber to the Corporation hereunder, will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the "**PCMLTFA**") and the Subscriber acknowledges that the Corporation may in the future be required by law to disclose the Subscriber's name and other information relating to this Subscription Agreement and the Subscriber's subscription hereunder, on a confidential basis, pursuant to the PCMLTFA. The Subscriber represents and covenants that (a) to the best of the Subscriber's knowledge, none of the Subscription Amount to be provided by the Subscriber (i) has been or will be derived from or related to any activity that is deemed criminal under the laws of Canada, the United States, or any other jurisdiction, or (ii) is being tendered on behalf of a person or entity who has not been identified to the Subscriber, and (b) the Subscriber shall promptly notify the Corporation if the Subscriber discovers that any of such representations cease to be true, and to provide the Corporation with appropriate information in connection therewith.

(z)the Subscriber is purchasing the Convertible Debentures as principal for its own account, or for the account of a beneficial purchaser for which it is acting as fiduciary or agent, for investment purposes only, and not with a view to the resale of distribution of all or any of the Convertible Debentures in violation of United States federal or state securities laws;

(aa)the Subscriber acknowledges that the Convertible Debentures, the Underlying Shares and the Interest Shares have not been registered under the U.S. Securities Act or the securities laws of any state of the United States, and therefore may not be offered or sold unless registered under the U.S. Securities Act and the securities laws of all applicable states of the United States or an exemption from such registration requirements is available, and the Subscriber therefore acknowledges and agrees that the Convertible Debentures, the Underlying Shares and the Interest Shares will be "restricted securities" within the meaning of Rule 144 under the U.S. Securities Act, and may not be offered, sold, pledged

or otherwise transferred, directly or indirectly, unless (i) they are subsequently registered under the U.S. Securities Act and applicable state securities laws or (ii) an exemption from the registration requirements of the U.S. Securities Act and applicable state securities laws is available, and that prior to any transfer of the Convertible Debentures, the Underlying Shares or the Interest Shares, the Subscriber may be required to deliver to the Corporation and the transfer agent for the Convertible Debentures, the Underlying Shares or the Interest Shares a legal opinion of recognized counsel, or other evidence in form and substance reasonably satisfactory to the Corporation, to the effect that such transfer does not require registration under the U.S. Securities Act or applicable state securities laws;

(bb)the Subscriber understands, acknowledges and agrees that upon the original issuance of the Convertible Debentures, and until such time as the same is no longer required under applicable requirements of the U.S. Securities Act or applicable state securities laws, the certificates representing the Convertible Debentures, the Underlying Shares and the Interest Shares may bear a legend in substantially the following form, in addition to any other legends required by applicable law:

> "THE SECURITIES REPRESENTED BY THIS CERTIFICATE AND THE COMMON SHARES, IF ANY, ISSUABLE UPON CONVERSION OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER SAID ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE GOOD DELIVERY IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

if the Subscriber is an "affiliate" of the issuer for purposes of Rule 144 under the U.S. Securities Act:

> THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE HELD BY A PERSON WHO MAY BE DEEMED TO BE AN AFFILIATE OF THE ISSUER FOR PURPOSES OF RULE 144 PROMULGATED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). ANY AFFILIATE (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT) OF THE CORPORATION THAT ACQUIRES THE SECURITIES REPRESENTED BY THIS CERTIFICATE OR ANY SHARE OF COMMON STOCK ISSUED UPON CONVERSION OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE (OR ANY INTEREST IN ANY OF THE FOREGOING) MAY NOT RESELL SUCH SECURITY OR SHARE (OR INTEREST THEREIN), AS APPLICABLE, UNLESS IN A TRANSACTION THAT IS REGISTERED UNDER THE SECURITIES ACT OR PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IN A

TRANSACTION IMMEDIATELY FOLLOWING WHICH SUCH RESOLD SECURITY OR SHARE (OR INTEREST THEREIN), AS APPLICABLE, IS NOT A "RESTRICTED SECURITY" (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT).

(cc)the Subscriber understands and acknowledges that Rule 144 under the U.S. Securities Act may be unavailable for resales of the Convertible Debentures, the Underlying Shares or the Interest Shares, and that the Corporation has no obligation to take, and has no present intention of taking, any action to make such Rule 144 available for resales of the Convertible Debentures, the Underlying Shares or the Interest Shares;

(dd)the Subscriber consents to the Corporation making a notation on its records or giving instructions to any transfer agent for the Convertible Debentures, the Underlying Shares or the Interest Shares in order to implement the restrictions on transfer set forth and described herein;

(ee)the Subscriber has such knowledge and experience in financial and business affairs as to be capable of evaluating the merits and risks of its investment in the Convertible Debentures and is able to, and agrees to, bear the economic risk of loss of its investment;

(ff)the Subscriber understands, acknowledges and agrees that the Convertible Debentures may only be held in an account at CDS or a successor depository in Canada, and shall not be held in an account at The Depository Trust Company, or a successor depository within the United States; and

(gg)the Subscriber acknowledges that the Corporation has provided to it the opportunity to ask questions and receive answers concerning the terms and conditions of the offering of the Convertible Debentures and the Subscriber has had access to such information concerning the Corporation as it has considered necessary or appropriate in connection with its investment decision to acquire the Convertible Debentures.

6.2Further Acknowledgments and Covenants of the Subscriber

The Subscriber, on its own behalf and, if applicable, on behalf of each beneficial purchaser, including any Disclosed Principal, for whom it is acting hereunder, hereby acknowledges, covenants and agrees as follows:

(a)It has received and reviewed a copy of the Term Sheet attached hereto as Schedule "A" setting out the principal terms of the Offering. The Convertible Debentures shall be in such form and contain such terms and conditions as agreed to by the Corporation on advice of the Financial Advisor.

(b)There are risks associated with the purchase of the Convertible Debentures and no securities commission, agency, governmental authority, regulatory body, stock exchange or similar regulatory authority has reviewed or passed on the merits of the Convertible Debentures, the Underlying Shares or the Interest Shares nor have any such agencies or authorities made any recommendations or endorsements with respect to the Convertible Debentures, the Underlying Shares or the Interest Shares.

(c)The Convertible Debentures offered hereby are, and the Underlying Shares and the Interest Shares may be, subject to statutory resale restrictions under the Securities Laws of the jurisdiction in which the Subscriber resides and under other applicable Securities Laws, and the Subscriber covenants that it will not resell the Convertible Debentures or the Underlying Shares or the Interest Shares except in compliance with such laws and the Subscriber acknowledges that it is solely responsible (and neither the Corporation nor the Financial Advisor are in any way responsible) for such compliance.

(d)The Subscriber's ability to transfer the Convertible Debentures, the Underlying Shares or the Interest Shares is limited by, among other things, applicable Securities Laws.

(e)The Convertible Debentures (and the Underlying Shares and the Interest Shares, if issued prior to the date that is four months and one day after the Closing Date) shall have attached to them, whether through the electronic deposit system of CDS, an ownership statement issued under a direct registration system or other electronic book based system, or on certificates that may be issued, as applicable, any legends as may be prescribed by CDS in addition to the legend substantially in the following form and with the necessary information inserted:

> **"UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE [INSERT DATE THAT IS FOUR (4) MONTHS AND ONE (1) DAY AFTER CLOSING DATE]."**

(f)The Financial Advisor and each of its directors, officers, employees, agents and representatives assume no responsibility or liability of any nature whatsoever for the accuracy or adequacy of any publicly available information concerning the Corporation or as to whether all information concerning the Corporation that is required to be disclosed or filed by the Corporation under the Securities Laws has been so disclosed or filed.

(g)The Corporation is relying on the acknowledgements, representations, warranties and covenants contained herein and in the applicable Schedules attached hereto to determine the Subscriber's eligibility to subscribe for the Convertible Debentures under applicable Securities Laws. The Subscriber undertakes to immediately notify the Corporation of any change in any statement or other information relating to the Subscriber contained herein or set forth in such applicable Schedules which takes place prior to the Closing Time.

(h)The Corporation is relying on certain exemptions from the requirement to provide the Subscriber with a prospectus under the Securities Laws and, as a consequence of acquiring the Convertible Debentures pursuant to such exemptions:

> (i)certain protections, rights and remedies provided by the Securities Laws, including statutory rights of rescission and certain statutory remedies against an issuer, underwriters, auditors, directors and officers that are available to investors who acquire securities offered by a prospectus, will not be available to the Subscriber;
>
> (ii)the common law may not provide the Subscriber with an adequate remedy in the event that it suffers investment losses in connection with its subscription for the Convertible Debentures;

(iii)the Subscriber may not receive information that would otherwise be required to be given under the Securities Laws; and

(iv)the Corporation is relieved from certain obligations that would otherwise apply under the Securities Laws.

(i)The Subscriber is responsible for obtaining such legal and tax advice as it considers appropriate in connection with the execution, delivery and performance of this Subscription Agreement and the transactions contemplated under this Subscription Agreement. The Subscriber is not relying on the Corporation, the Financial Advisor or their respective affiliates or counsel in this regard.

(j)This offer to subscribe is made for valuable consideration and, after the acceptance hereof by the Corporation, may not be withdrawn, cancelled, terminated or revoked by the Subscriber without the consent of the Corporation.

(k)There is no government or other insurance covering the Convertible Debentures, the Underlying Shares or the Interest Shares.

(l)Legal counsel retained by the Corporation and the Financial Advisor are acting as counsel to the Corporation and the Financial Advisor, respectively, not as counsel to the Subscriber.

(m)The offer, issuance, sale and delivery of the Convertible Debentures is conditional upon such sale being exempt from the prospectus filing or registration requirements and the requirements to deliver an offering memorandum in connection with the distribution of the Convertible Debentures under the Securities Laws of the jurisdiction in which the Subscriber resides and other applicable Securities Laws or upon the issuance of such orders, consents or approvals as may be required to permit such sale without the requirement of filing a prospectus.

(n)The Corporation may complete additional financings in the future in order to develop the business of the Corporation and fund its ongoing development, and such future financings may have a dilutive effect on current shareholders or securityholders of the Corporation, including the Subscriber.

(o)There are risks associated with the purchase of the Convertible Debentures and the Subscriber may lose his, her or its entire investment.

(p)The Subscriber acknowledges that this Subscription Agreement and the schedules hereto require the Subscriber to provide certain personal information to the Corporation. Such information is being collected by the Corporation for the purposes of completing the Offering, which includes, without limitation, determining the Subscriber's eligibility to purchase the Convertible Debentures under the Securities Laws and other applicable securities laws, preparing and registering the Convertible Debentures to be issued to the Subscriber and completing filings required by any stock exchange or securities regulatory authority. The Subscriber's personal information may be disclosed by the Corporation to: (a) stock exchanges or securities regulatory authorities, (b) the Canada Revenue Agency, and (c) any of the other parties involved in the Offering, including legal counsel and may be included in record books in connection with the Offering. By executing this Subscription Agreement, the Subscriber consents to the foregoing collection, use and disclosure of the Subscriber's personal information. The Subscriber also consents to the

filing of copies or originals of any of the Subscriber's documents as may be required to be filed with any stock exchange or securities regulatory authority in connection with the transactions contemplated hereby. The Subscriber represents and warrants that it has the authority to provide the consents and acknowledgements set out in this paragraph on behalf of each Disclosed Principal.

(q)The Subscriber acknowledges and consents to the collection, use and disclosure of personal information, including information provided by the Subscriber on the face page of this Subscription Agreement and in the Schedules attached hereto, by the CSE and its affiliates, authorized agents, subsidiaries and divisions, including the CSE for the following purposes: (i) to verify personal information that has been provided about each individual, (ii) to provide disclosure to market participants as to the security holdings of directors, officers, other insiders and promoters of the issuer or its associates or affiliates, (iii) to conduct enforcement proceedings, and (iv) to perform other investigations as required by and to ensure compliance with all applicable rules, policies, rulings and regulations of the CSE, Securities Laws and other legal and regulatory requirements governing the conduct and protection of the public markets in Canada. As part of this process, the Subscriber further acknowledges that the CSE also collects additional personal information from other sources, including but not limited to, securities regulatory authorities in Canada or elsewhere, investigative, law enforcement or self-regulatory organizations, regulations services providers and each of their subsidiaries, affiliates, regulators and authorized agents, to ensure that the purposes set out above can be accomplished. The personal information collected by the CSE may also be disclosed (i) to the aforementioned agencies and organizations or as otherwise permitted or required by law and may be used for the purposes described above for their own investigations, and (ii) on the CSE's website or through printed materials published by or pursuant to the directions of the CSE. The CSE may from time to time use third parties to process information and/or provide other administrative services and may share information with such third party services providers.

(r)The information provided by the Subscriber on the face page of this Subscription Agreement identifying the name, address and telephone number of the Subscriber, the number of Convertible Debentures being purchased hereunder, the Subscription Amount, the Closing Date and the exemption that the Subscriber is relying on in purchasing the Convertible Debentures will be disclosed to certain Securities Regulators, and such information is being indirectly collected by the Securities Regulators under the authority granted to it under securities legislation. This information is being collected for the purposes of the administration and enforcement of the securities legislation of the jurisdiction and policy development. The Subscriber hereby acknowledges and consents to the collection, use, and disclosure of certain personal information by the applicable Security Regulators, including the publishing or otherwise making available to the public personal information including, for individuals, their name, number and type of securities purchased, the total Subscription Amount, and their Insider or Registrant status, if applicable, and for non-individual Subscribers, the above information and their address, contact person name and telephone number and the exemption that the Subscriber is relying on in purchasing the Convertible Debentures. If required by applicable securities legislation, regulatory policy or order or by any securities commission, stock exchange or other regulatory authority, the Subscriber will execute, deliver and file and otherwise assist the Corporation in filing reports, questionnaires, undertakings and other documents with respect to the issuance of the Convertible Debentures.

(s)In the event the Subscriber has any questions with respect to the indirect collection of such information by the Securities Regulators, the Subscriber should contact the securities regulatory authority at the contact details provided in Schedule “G”.

(t)There may be material tax consequences to the Subscriber of an acquisition, conversion or disposition of the Convertible Securities and on the disposition of the Underlying Shares or Interest Shares, and neither the Corporation nor the Financial Advisor gives any opinion or makes any representation with respect to the tax consequences to the Subscriber under United States federal, state or local, Canadian federal, provincial or local or other foreign tax law with respect to the foregoing.

6.3Reliance on Acknowledgements, Representations, Warranties and Covenants

The Subscriber acknowledges and agrees that the representations, warranties, covenants and acknowledgements made by the Subscriber in this Subscription Agreement are made with the intention that they may be relied upon by the Corporation, the Financial Advisor and their respective legal counsel in determining the Subscriber's eligibility (and, if applicable, the eligibility of the Disclosed Principal) to purchase the Convertible Debentures. The Subscriber further agrees that by accepting the Convertible Debentures, the Subscriber shall be representing and warranting that such representations, warranties, acknowledgements and covenants are true as at the Closing Time with the same force and effect as if they had been made by the Subscriber at the Closing Time. The Subscriber undertakes to immediately notify the Corporation of any change in any statement or other information relating to the Subscriber set forth herein (including in any applicable Schedule attached hereto) which takes place prior to the Closing Time.

ARTICLE 7 - SURVIVAL OF REPRESENTATIONS, WARRANTIES AND COVENANTS

7.1Survival of Representations, Warranties and Covenants of the Corporation

The representations, warranties and covenants of the Corporation contained in this Subscription Agreement shall survive the Closing and, notwithstanding such Closing or any investigation made by or on behalf of the Subscriber with respect thereto, shall continue in full force and effect for the benefit of the Subscriber and the Financial Advisor for a period of time as set forth in the Financial Advisory Agreement.

7.2Survival of Representations, Warranties and Covenants of the Subscriber

The representations, warranties and covenants of the Subscriber contained in this Subscription Agreement shall survive the Closing and, notwithstanding such Closing or any investigation made by or on behalf of the Corporation or the Financial Advisor with respect thereto and notwithstanding any subsequent disposition by the Subscriber of any of the Convertible Debentures, Underlying Shares or Interest Shares, shall continue in full force and effect for the benefit of the Corporation and the Financial Advisor for a period of two years following the Closing.

ARTICLE 8 – COMPENSATION

8.1Fee to the Financial Advisor

The Subscriber understands that in connection with the issue and sale of the Convertible Debentures pursuant to the Offering, the Financial Advisor will receive from the Corporation a financial advisory fee in connection with services to be performed by the Financial Advisor under the terms of the Financial Advisory Agreement.

No other fee or commission is payable by the Corporation in connection with the completion of the Offering; however, the Corporation will pay certain fees and expenses of the Financial Advisor in connection with the Offering, as set out in the Financial Advisory Agreement.

ARTICLE 9 – MISCELLANEOUS

9.1 Further Assurances

Each of the parties hereto upon the request of each of the other parties hereto, whether before or after the Closing Time, shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney and assurances as may reasonably be necessary or desirable to complete the transactions contemplated herein.

9.2 Notices

(a)Any notice, direction or other instrument required or permitted to be given to any party hereto shall be in writing and shall be sufficiently given if delivered personally, or transmitted by email, as follows:

(i)in the case of the Corporation, to:

TerrAscend Corp.
357 South Gulph Road, Suite 330
King of Prussia, PA 19406

Attention: Lynn Gefen, Chief Legal Officer
Email: [***]

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

Cassels Brock & Blackwell LLP
40 Temperance Street, Suite 3200
Toronto, ON M5H 0B4

Attention: Jonathan Sherman
Email: [***]

(ii)in the case of the Subscriber, at the address specified on the face page hereof, with a copy to ATB at:

ATB Capital Markets Inc.
66 Wellington Street West, Suite 3530
Toronto, ON M5K 1A1

Attention: Adam Carlson
Email: [***]

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

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street

Toronto, ON M5L 1B9

Attention: Donald Belovich
Email: [***]

(b)Any such notice, direction or other instrument, if delivered personally, shall be deemed to have been given and received on the day on which it was delivered, provided that if such day is not a Business Day then the notice, direction or other instrument shall be deemed to have been given and received on the first Business Day next following such day and if transmitted by email, shall be deemed to have been given and received on the day of its transmission, provided that if such day is not a Business Day or if it is transmitted or received after the end of normal business hours then the notice, direction or other instrument shall be deemed to have been given and received on the first Business Day next following the day of such transmission.

(c)Any party hereto may change its address for service from time to time by notice given to each of the other parties hereto in accordance with the foregoing provisions.

9.3 Time of the Essence

Time shall be of the essence of this Subscription Agreement and every part hereof.

9.4 Costs and Expenses

Except as otherwise provided in Section 8.1, all costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred in connection with this Subscription Agreement and the transactions herein contemplated shall be paid and borne by the party incurring such costs and expenses.

9.5 Applicable Law

This Subscription Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein. Any and all disputes arising under this Subscription Agreement, whether as to interpretation, performance or otherwise, shall be subject to the non-exclusive jurisdiction of the courts of the Province of Ontario and each of the parties hereto hereby irrevocably attorns to the jurisdiction of the courts of such jurisdiction.

9.6 Entire Agreement

Except as contemplated hereby with respect to the Financial Advisory Agreement, this Subscription Agreement, including the Schedules attached hereto, constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein and cancels and supersedes any prior understandings, agreements, negotiations and discussions between the parties hereto. There are no representations, warranties, terms, conditions, undertakings or collateral agreements or understandings, express or implied, between the parties hereto other than those expressly set forth in this Subscription Agreement or in any such agreement, certificate, affidavit, statutory declaration or other document as aforesaid. This Subscription Agreement may not be amended or modified in any respect except by written instrument executed by each of the parties hereto.

9.7 Counterparts

This Subscription Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same Subscription Agreement.

Counterparts may be delivered either in original or emailed PDF or electronic form and the parties adopt any signature received by email as original signatures of the parties. If less than a complete copy of this Subscription Agreement is delivered to the Corporation, the Corporation, and its advisors are entitled to assume that the Subscriber accepts and agrees to all the terms and conditions of the pages not delivered, unaltered.

9.8 Assignment

This Subscription Agreement may not be assigned by either party except with the prior written consent of the other parties hereto.

9.9 Enurement

This Subscription Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors (including any successor by reason of the amalgamation or merger of any party), administrators and permitted assigns.

9.10 Language

It is the express wish of the Subscriber that the Subscription Agreement and any related documentation be drawn up in English. *Il est de la volonté expresse du souscripteur que la présente convention de souscription ainsi que tout document connexe soient rédigés en langue anglaise.*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The Corporation hereby accepts the subscription for Convertible Debentures as set forth on the face page of this Subscription Agreement on the terms and conditions contained in this Subscription Agreement (including all applicable Schedules attached hereto) this ____ day of June, 2023.

TERRASCEND CORP.

Per: ___
Authorized Signing Officer

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SCHEDULE "A"
TERM SHEET

(See attached.)

SCHEDULE "B"
INTEREST ELECTION CERTIFICATE

This Schedule "B" is to be completed if the Subscriber is, or, if applicable, the beneficial purchaser for whom the Subscriber is contracting hereunder elects to receive the Accelerated Interest Payments.

Terms not otherwise defined herein have the meanings attributed to them in the Subscription Agreement to which this Schedule "B" is attached.

TO: TerrAscend Corp. (the "**Corporation**")

AND TO: ATB Capital Markets Inc. (the "**Financial Advisor**")

In accordance with the terms of the Subscription Agreement, the Subscriber hereby elects to receive the Accelerated Interest Payments equal to _____ % (up to a maximum of 4.95%) per annum of such interest payable on the Convertible Debentures in cash on a semi-annual basis.

The Subscriber acknowledges that any Accelerated Interest Payments made by the Corporation pursuant to this Interest Election Certificate will be made by way of wire transfer pursuant to the Subscriber's wire instructions set out below, or such other payment method as may be agreed to by the Subscriber and the Corporation.

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Certain confidential information contained in this document, marked by [***], has been omitted because the Company has determined that the information (i) is not material and (ii) would likely cause competitive harm if publicly disclosed.

Subscriber Wire Instructions

Beneficiary Name:

Beneficiary Address:

Beneficiary Bank Name:

Bank Address:

Institution Number:

Transit Number:

Clearing Code:

Account Number:

SWIFT:

Intermediary Bank Name:

Intermediary Bank Address:

Intermediary ABA Number:

Intermediary SWIFT:

Certain confidential information contained in this document, marked by [***], has been omitted because the Company has determined that the information (i) is not material and (ii) would likely cause competitive harm if publicly disclosed.

Dated: _____

Signed: _____

_____
Print the name of Subscriber

_____
If Subscriber is a corporation,
print name and title of Authorized Signing Officer

SCHEDULE "C"
CANADIAN ACCREDITED INVESTOR STATUS CERTIFICATE

The categories listed herein contain certain specifically defined terms. If you are unsure as to the meanings of those terms, or are unsure as to the applicability of any category below, please contact your broker and/or legal advisor before completing this certificate. ***This Schedule "C" is to be completed if the Subscriber is, or, if applicable, the beneficial purchaser for whom the Subscriber is contracting hereunder is, a resident of, or otherwise subject to the Securities Laws of, a province or territory of Canada.***

Terms not otherwise defined herein have the meanings attributed to them in the Subscription Agreement and in National Instrument 45-106 – Prospectus Exemptions ("NI 45-106") promulgated under applicable Securities Laws. All monetary references are in Canadian dollars.

TO: TerrAscend Corp. (the "**Corporation**")

AND TO: ATB Capital Markets Inc. (the "**Financial Advisor**")

In connection with the purchase by the undersigned Subscriber of the Convertible Debentures, the Subscriber, on its own behalf and on behalf of each Disclosed Principal for whom the Subscriber is acting (collectively, the "**Subscriber**"), hereby represents, warrants, covenants and certifies to the Corporation and the Financial Advisor (and acknowledges that the Corporation, the Financial Advisor and their counsel are relying thereon) that:

(a)the Subscriber is resident in or otherwise subject to the laws of the jurisdiction set out as the *"Subscriber's Residential Address"* on the face page of the Subscription Agreement and is purchasing as principal for its own account and not for the benefit of any other person;

(b)the Subscriber is purchasing the Convertible Debentures as principal for its own account and not for the benefit of any other person or is deemed to be purchasing as principal pursuant to NI 45-106;

(c)the Subscriber is an "accredited investor" within the meaning of NI 45-106 on the basis that the undersigned fits within one of the categories of an "accredited investor" reproduced below beside which the undersigned has indicated the undersigned belongs to such category;

(d)the Subscriber was not created or used solely to purchase or hold securities as an accredited investor as described in paragraph (m) below;

(e)if the Subscriber is purchasing under category (j), (k) or (l) below, it has completed and signed Exhibit "A" and Exhibit "B" attached hereto; and

(f)upon execution, this Schedule "C", including Exhibit "A" attached hereto, shall be incorporated into and form a part of the Subscription Agreement to which this Schedule "C" is attached.

(PLEASE CHECK THE BOX OF THE APPLICABLE CATEGORY OF ACCREDITED INVESTOR)

FORMCHECKBOX (a) except in Ontario, a Canadian financial institution, or a Schedule III bank;

FORMCHECKBOX (a.1) in Ontario, a financial institution that is (i) a bank listed in Schedule I, II or III of the *Bank Act* (Canada); (ii) an association to which the *Cooperative Credit Associations Act* (Canada) applies or a central cooperative credit society for which an order has been made under subsection 473(1) of the *Securities Act* (Ontario); or (iii) a loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative or credit union league or federation that is authorized by a statute of Canada or Ontario to carry on business in Canada or Ontario, as the case may be;

FORMCHECKBOX (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada);

FORMCHECKBOX (c) a subsidiary of any person or company referred to in paragraphs (a), (a.1) or (b), if the person or company owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary;

FORMCHECKBOX (d) a person or company registered under the securities legislation of a jurisdiction (province or territory) of Canada as an adviser or dealer (or in Ontario, except as otherwise prescribed by the regulations under the *Securities Act* (Ontario));

FORMCHECKBOX (e) an individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (d);

FORMCHECKBOX (e.1) an individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador);

FORMCHECKBOX (f) the Government of Canada or a jurisdiction (province or territory) of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a jurisdiction (province or territory) of Canada;

FORMCHECKBOX (g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec;

FORMCHECKBOX (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;

FORMCHECKBOX (i) a pension fund that is regulated by either the Office of the Superintendent of Financial Institutions (Canada), a pension commission or similar regulatory authority of a jurisdiction (province or territory) of Canada;

FORMCHECKBOX (j) an individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that, before taxes, but net of any related liabilities, exceeds $1,000,000;

[Note: If you have initialed besides this subsection (j), you must complete Exhibit "A" to this Schedule "C".]

FORMCHECKBOX (j.1) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds $5,000,000;

FORMCHECKBOX (k) an individual whose net income before taxes exceeded $200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded $300,000 in each of the two most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year;

[Note: If you have initialed besides this subsection (k), you must complete Exhibit "A" to this Schedule "C".]

FORMCHECKBOX (l) an individual who, either alone or with a spouse, has net assets of at least $5,000,000;

[Note: If you have initialed besides this subsection (l), you must complete Exhibit "A" to this Schedule "C".]

FORMCHECKBOX (m) a person, other than an individual or investment fund, that has net assets of at least $5,000,000 as shown on its most recently prepared financial statements;

FORMCHECKBOX (n) an investment fund that distributes or has distributed its securities only to (i) a person that is or was an accredited investor at the time of the distribution, (ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [*Minimum amount investment*] or 2.19 [*Additional investment in investment funds*] of NI 45-106, or (iii) a person described in sub-paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [*Investment fund reinvestment*] of NI 45-106;

FORMCHECKBOX (o) an investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt;

FORMCHECKBOX (p) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be;

FORMCHECKBOX (q) a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction;

FORMCHECKBOX (r) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded;

FORMCHECKBOX (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function;

FORMCHECKBOX (t) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors;

FORMCHECKBOX (u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser;

FORMCHECKBOX (v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor; or

FORMCHECKBOX (w) a trust established by an accredited investor for the benefit of the accredited investor's family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor's spouse or of that accredited investor's former spouse.

FORMCH ECKBOX (x) in Ontario, such other persons or companies as may be prescribed by the regulations under the Securities Act (Ontario).
***If checking this category (x), please provide a description of how this requirement is met.

For the purposes hereof, the following definitions are included for convenience:

(a)"bank" means a bank named in Schedule I or II of the *Bank Act* (Canada);

(b)"Canadian financial institution" means (i) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act, or (ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction of Canada;

(c)"company" means any corporation, incorporated association, incorporated syndicate or other incorporated organization;

(d)"eligibility adviser" means:

(i) a person that is registered as an investment dealer and authorized to give advice with respect to the type of security being distributed, and

(ii) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a jurisdiction of Canada provided that the lawyer or public accountant must not

A.have a professional, business or personal relationship with the issuer, or any of its directors, executive officer, founders, or control persons, and

B.have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months;

(e)"executive officer" means, for an issuer, an individual who is: (i) a chair, vice-chair or president, (ii) a vice-president in charge of a principal business unit, division or function including sales, finance or production, or (iii) performing a policy-making function in respect of the issuer;

(f)"financial assets" means (i) cash, (ii) securities, or (iii) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;

(g) "fully managed account" means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client's express consent to a transaction;

(h)"investment fund" has the same meaning as in National Instrument 81-106 *Investment Fund Continuous Disclosure*;

(i)"person" includes

(i) an individual,

(ii) a corporation,

(iii) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons whether incorporated or not, and

(iv) an individual or other person in that person's capacity as a trustee, executor, administrator or personal or other legal representative.

(j)"related liabilities" means (i) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or (ii) liabilities that are secured by financial assets;

(k)"Schedule III bank" means an authorized foreign bank named in Schedule III of the *Bank Act* (Canada);

(l)"spouse" means, an individual who, (i) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual, (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or (iii) in Alberta, is an individual referred to in paragraph (i) or (ii), or is an adult interdependent partner within the meaning of the Adult Interdependent Relationships Act (Alberta); and

(m)"subsidiary" means an issuer that is controlled directly or indirectly by another issuer and includes a subsidiary of that subsidiary.

In NI 45-106 a person or company is an affiliate of another person or company if one of them is a subsidiary of the other, or if each of them is controlled by the same person.

In NI 45-106 and except in Part 2 Division 4 (Employee, Executive Officer, Director and Consultant Exemption) of NI 45-106, a person (first person) is considered to control another person (second person) if (a) the first person beneficially owns or directly or indirectly exercises control or direction over securities of the second person carrying votes which, if exercised, would entitle the first person to elect a majority of the directors of the second person, unless that first person holds the voting securities only to secure an obligation, (b) the second person is a partnership, other than a limited partnership, and the first person holds more than 50% of the interests of the partnership, or (c) the second person is a limited partnership and the general partner of the limited partnership is the first person.

The foregoing representations, warranties and certifications contained in this certificate are true and accurate as of the date of this certificate and will be true and accurate as of the Closing Time (as defined in the Subscription Agreement to which this Schedule "C" is attached) and the Subscriber acknowledges that this accredited investor status certificate is incorporated into and forms a part of the Subscription Agreement to which it is attached. If any such representations, warranties and certifications shall not be true and accurate prior to the Closing Time, the undersigned shall give immediate written notice of such fact to the Corporation prior to the Closing Time.

Dated: _____ Signed: _____

_____
Print the name of Subscriber

_____
If Subscriber is a corporation,
print name and title of Authorized Signing Officer

EXHIBIT "A" TO SCHEDULE "C"
FORM FOR INDIVIDUAL ACCREDITED INVESTORS

WARNING!

This investment is risky. Don't invest unless you can afford to lose all the money you pay for this investment.

SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER

1. About your investment

Type of securities: **Convertible Debentures** Issuer: **TerrAscend Corp.**

Purchased from: **TerrAscend Corp.**

SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER

2. Risk acknowledgement

This investment is risky. Initial that you understand that:	**Your Initials**
Risk of loss - You could lose your entire investment of $ _____ . *[Instruction: Insert the total dollar amount of the investment.]*	
Liquidity risk - You may not be able to sell your investment quickly - or at all.	
Lack of information - You may receive little or no information about your investment.	
Lack of advice - You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the salesperson is registered, go to www.aretheyregistered.ca.	

3. Accredited investor status

You must meet at least **one** of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.	**Your initials**
•Your net income before taxes was more than $200,000 in each of the 2 most recent calendar years, and you expect it to be more than $200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.)	
•Your net income before taxes combined with your spouse's was more than $300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than $300,000 in the current calendar year.	
•Either alone or with your spouse, you own more than $1 million in cash and securities, after subtracting any debt related to the cash and securities.	
•Either alone or with your spouse, you have net assets worth more than $5 million. (Your net assets are your total assets (including real estate) minus your total debt.)	

4. Your name and signature

By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.

First and last name (please print):

Signature: Date:

SECTION 5 TO BE COMPLETED BY THE SALESPERSON

5. Salesperson information

[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]

First and last name of salesperson (please print):

Telephone: Email:

Name of firm (if registered):

SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER

6. For more information about this investment

TerrAscend Corp.
357 South Gulph Road, Suite 330
King of Prussia, PA 19406

Lynn Gefen, Chief Legal Officer
Phone: [***]
Email: [***]
Website: www.terrascend.com

For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.

SCHEDULE "D"
EMPLOYEE, EXECUTIVE OFFICER, DIRECTOR AND CONSULTANT
STATUS CERTIFICATE

This Schedule "D" is to be completed if the Subscriber is, or, if applicable, the beneficial purchaser for whom the Subscriber is contracting hereunder is, relying on the Employee, Executive Officer, Director and Consultant Exemption of NI 45-106.

TO: TerrAscend Corp. (the "**Corporation**")

AND TO: ATB Capital Markets Inc. (the "**Financial Advisor**")

In connection with the purchase by the undersigned Subscriber of the Convertible Debentures, the Subscriber, on its own behalf and on behalf of each Disclosed Principal for whom the Subscriber is acting (collectively, the "**Subscriber**") hereby represents, warrants, covenants and certifies to the Corporation and the Financial Advisor (and acknowledges that the Corporation, the Financial Advisor and their counsel are relying thereon) that:

(a)the Subscriber is resident in or otherwise subject to the securities laws of one of the provinces or territories of Canada;

(b)the Subscriber is purchasing the Convertible Debentures as principal for its own account and not for the benefit of any other person;

(c)the Subscriber is relying on the registration and prospectus exemptions provided under Section 2.24 of NI 45-106 on the basis that the Subscriber fits within the category of "employee, executive officer, director and consultant"; and

(d)upon execution of this Schedule "D" by the Subscriber, this Schedule "D" shall be incorporated into and form a part of the Subscription Agreement to which this Schedule "D" is attached.

The foregoing representations contained in this certificate are true and accurate as of the date of this certificate and will be true and accurate as of the Closing Time (as defined in the Subscription Agreement to which this Schedule "D" is attached) and the Subscriber acknowledges that this Employee, Executive Officer, Director and Consultant Status Certificate is incorporated into and forms a part of the Subscription Agreement to which it is attached. If any such representations shall not be true and accurate prior to the Closing Time, the undersigned shall give immediate written notice of such fact to the Corporation prior to the Closing Time.

Dated:

Signed:_____

Print the name of Subscriber

If Subscriber is a corporation,
print name and title of
Authorized Signing Officer

SCHEDULE "E"
OFFSHORE PURCHASER CERTIFICATE
(For investors outside of Canada and the United States)

TO: TerrAscend Corp. (the "**Corporation**")

AND TO: ATB Capital Markets Inc. (the "**Financial Advisor**")

Reference is made to the subscription agreement between the Corporation and the undersigned (referred to herein as the "**Subscriber**") dated as of the date hereof (the "**Subscription Agreement**"). Upon execution of this Subscriber Certificate by the Subscriber, this Subscriber Certificate (including all appendices thereto) shall be incorporated into and form a part of the Subscription Agreement.

Capitalized terms not specifically defined in this Schedule "E" have the meanings ascribed to them in the Subscription Agreement to which this Schedule "E" is attached.

In connection with the purchase by the undersigned Subscriber of the Convertible Debentures, the Subscriber, on its own behalf and on behalf of each Disclosed Principal for whom the Subscriber is acting (collectively, the "**Subscriber**") hereby represents, warrants, covenants and certifies to the Corporation and the Financial Advisor (and acknowledges that the Corporation, the Financial Advisor and their counsel are relying thereon) that:

(a)the Subscriber is not resident in Canada or subject to applicable Canadian securities laws;

(b)the Subscriber is knowledgeable of, or has been independently advised as to, the applicable securities laws of the International Jurisdiction which would apply to this Subscription Agreement, if any;

(c)the Subscriber is purchasing the Convertible Debentures pursuant to exemptions from any prospectus, registration or similar requirements under the applicable securities laws of that International Jurisdiction or, if such is not applicable, the Subscriber is permitted to purchase the Convertible Debentures under the applicable securities laws of the International Jurisdiction without the need to rely on such an exemption;

(d)the applicable securities laws of the International Jurisdiction do not require the Corporation or the Financial Advisor to file a prospectus, registration statement or similar document, to register the Convertible Debentures, the Underlying Shares or the Interest Shares or to make any filings with or seek any approvals of any kind whatsoever from any regulatory authority of any kind whatsoever in the International Jurisdiction;

(e)the delivery of this Subscription Agreement, the acceptance of it by the Corporation and the issuance of the Convertible Debentures, the Underlying Shares or the Interest Shares to the Subscriber complies with or will comply with, as applicable, all applicable laws of the Subscriber's jurisdiction of residence or domicile and all other applicable laws and will not cause the Corporation or the Financial Advisor to become subject to or required to comply with any disclosure, prospectus or reporting requirements under any such applicable laws;

(f)the Subscriber will not sell, transfer or dispose of the Convertible Debentures, the Underlying Shares or the Interest Shares except in accordance with all applicable laws, including applicable securities laws of Canada and the United States, and the Subscriber acknowledges that the Corporation shall have no obligation to register any such purported sale, transfer or disposition which violates applicable Canadian or United States securities laws; and

(g)the Subscriber will, if requested by the Corporation, provide such evidence of compliance, including a certificate or opinion of local counsel from the International Jurisdiction, which will confirm all such matters as the Corporation or the Financial Advisor or their respective counsel may request.

The foregoing representations contained in this certificate are true and accurate as of the date of this certificate and will be true and accurate as of the Closing Time (as defined in the Subscription Agreement to which this Schedule "E" is attached) and the Subscriber acknowledges that this Offshore Purchaser Certificate is incorporated into and forms a part of the Subscription Agreement to which it is attached. If any such representations shall not be true and accurate prior to the Closing Time, the undersigned shall give immediate written notice of such fact to the Corporation prior to the Closing Time.

Dated:

Signed:_____

Print the name of Subscriber

If Subscriber is a corporation,
print name and title of
Authorized Signing Officer

SCHEDULE "F"
ACCREDITED INVESTOR CERTIFICATE

The categories listed herein contain certain specifically defined terms. If you are unsure as to the meanings of those terms, or are unsure as to the applicability of any category below, please contact your broker and/or legal advisor before completing this certificate.

TO: TerrAscend Corp. (the "**Corporation**")

ND TO: ATB Capital Markets Inc. and its United States registered broker-dealer affiliate (together, the "**Financial Advisor**")

The undersigned hereby represents and warrants to and covenants and agrees with the Corporation and the Financial Advisor that as of the date of the Subscription Agreement to which this Schedule "F" is annexed and as of the Closing (as defined in such Subscription Agreement) that:

(a)The undersigned understands that each of the Corporation and the Financial Advisor is relying upon the truthfulness and accuracy of the following representations of the undersigned contained herein and in the Subscription Agreement.

_ Initial if True

(b)The undersigned, if an individual, is not less than twenty-one (21) years of age.

_ Initial if True

(c)The undersigned confirms the representations and warranties made by it in Section 6.1 of the Subscription Agreement.

_ Initial if True

(d)The undersigned has been advised and understands that an investment in the Corporation involves substantial risks, and hereby represents that he/she/it is able to bear the risks of his/her/its investment in the Corporation.

_ Initial if True

(e)The undersigned further represents and acknowledges that he/she/it has been solely responsible for his/her/its own "due diligence" investigation of the Corporation and its management and business, for his/her/its own analysis of the merits and risks of such investment, and for his/her/its own analysis of the fairness and desirability of the terms of such investment.

_ Initial if True

(f)The undersigned has adequate means of providing for the current needs of the undersigned and possible personal contingencies, and the undersigned has no need for liquidity with respect to the Convertible Debentures.

_____ Initial if True

(g)If the undersigned is an entity, it is authorized and otherwise duly qualified to acquire the Convertible Debentures.

_____ Initial if True

(h)The undersigned disclaims reliance on any statements made or information provided by the Corporation and the Financial Advisor or any of their respective officers, employees, agents or representatives in the course of undersigned's consideration of its subscription for the Convertible Debentures other than the statements and information that are set forth in the Subscription Agreement.

_____ Initial if True

(i)The undersigned and each beneficial purchaser on behalf of whom the undersigned is subscribing satisfies the requirements of one or more of the following categories of "accredited investor" within the meaning of Rule 501(a) of Regulation D under the U.S. Securities Act ***[The undersigned should initial in the box to the left of each item applicable to the undersigned, and should insert "BP" in the box to the left of each item applicable to a beneficial purchaser]***:

_____ Category l.	A bank as defined in Section 3(a)(2) of the U.S. Securities Act whether acting in its individual or fiduciary capacity; or
_____ Category 2.	A savings and loan association or other institution as defined in Section 3(a)(5)(A) of the U.S. Securities Act, whether acting in its individual or fiduciary capacity; or
_____ Category 3.	A broker or dealer registered pursuant to Section 15 of the United States Securities Exchange of 1934, as amended; or
_____ Category 4.	An insurance company as defined in Section 2(13) of the U.S. Securities Act; or
_____ Category 5.	An investment adviser registered pursuant to section 203 of the Investment Advisers Act of 1940 or registered pursuant to the laws of a state; or
_____ Category 6.	An investment adviser relying on the exemption from registering with the SEC under section 203(l) or (m) of the Investment Advisers Act of 1940; or
_____ Category 7.	An insurance company as defined in section 2(a)(13) of the U.S. Securities Act; or
_____ Category 8.	An investment company registered under the United States Investment Company Act of 1940, as amended; or
_____ Category 9.	A business development company as defined in Section 2(a)(48) of the United States Investment Company Act of 1940, as amended; or

_____ Category 10. A small business investment company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the United States Small Business Investment Act of 1958, as amended; or

_____ Category 11. A Rural Business Investment Company as defined in section 384A of the Consolidated Farm and Rural Development Act; or

_____ Category 12. A plan established and maintained by a state, its political subdivisions or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, with total assets in excess of U.S.$5,000,000; or

_____ Category 13. An employee benefit plan within the meaning of the United States Employee Retirement Income Security Act of 1974, as amended, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment advisor, or an employee benefit plan with total assets in excess of U.S.$5,000,000 or, if a self-directed plan, the investment decisions are made solely by persons who are Accredited Investors; or

_____ Category 14. A private business development company as defined in Section 202(a)(22) or the United States Investment Advisers Act of 1940, as amended; or

_____ Category 15. An organization described in Section 501(c)(3) of the United States Internal Revenue Code, a corporation, a Massachusetts or similar business trust, a partnership or a limited liability company, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of U.S.$5,000,000; or

_____ Category 16. A director, executive officer or general partner of the Corporation; or

_____ Category 17. A natural person whose individual net worth, or joint net worth with that person's spouse, at the time of his purchase exceeds U.S.$ 1,000,000 (excluding the net value of the primary residence of the natural person, with such value being net of any mortgage or other indebtedness secured by the natural person's primary residence); or

_____ Category 18. A natural person who had an individual income in excess of U.S.$200,000 in each of the two most recent years or joint income with that person's spouse in excess of U.S.$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year; or

_____ Category 19. A trust, with total assets in excess of U.S.$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a sophisticated person as described under the Rule 506(b)(2)(ii) of Regulation D under the U.S. Securities Act; or

_____ Category 20. An entity in which all of the equity owners are accredited investors; or

_____ Category 21. An entity, of a type not listed in Categories 1-15, 19 or 20, not formed for the specific purpose of acquiring the securities offered, owning investments in excess of U.S. $5,000,000; or

_____ Category 22. Any natural person holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the U.S. Securities and Exchange Commission has designated as qualifying an individual for accredited investor status. In determining whether to designate a professional certification or designation or credential from an accredited educational institution for purposes of this Category 22, the Commission will consider, among others, the following attributes:

	(i) The certification, designation, or credential arises out of an examination or series of examinations administered by a self-regulatory organization or other industry body or is issued by an accredited educational institution; (ii) The examination or series of examinations is designed to reliably and validly demonstrate an individual's comprehension and sophistication in the areas of securities and investing; (iii) Persons obtaining such certification, designation, or credential can reasonably be expected to have sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of a prospective investment; and (iv) An indication that an individual holds the certification or designation is either made publicly available by the relevant self-regulatory organization or other industry body or is otherwise independently verifiable; or
_____ Category 23.	Any natural person who is a "knowledgeable employee," as defined in rule 3c–5(a)(4) under the Investment Company Act of 1940, as amended, of the issuer of the securities being offered or sold where the issuer would be an investment company, as defined in section 3 of such act, but for the exclusion provided by either section 3(c)(1) or section 3(c)(7) of such act; or
_____ Category 24.	Any "family office," as defined in rule 202(a)(11)(G)–1 under the Investment Advisers Act of 1940, as amended: (i) With assets under management in excess of $5,000,000, (ii) That is not formed for the specific purpose of acquiring the securities offered, and (iii) Whose prospective investment is directed by a person who has such knowledge and experience in financial and business matters that such family office is capable of evaluating the merits and risks of the prospective investment; or
_____ Category 25.	Any "family client," as defined in rule 202(a)(11)(G)–1 under the Investment Advisers Act of 1940, as amended, of a family office meeting the requirements in Category 24 and whose prospective investment in the issuer is directed by such family office pursuant to paragraph (iii) of Category 24.

The representations, warranties, statements and certification made in this Certificate are true and accurate as of the date of this Certificate and will be true and accurate as of the Closing. If any such representation, warranty, statement or certification becomes untrue or inaccurate prior to the Closing, the undersigned shall give the Corporation immediate written notice thereof.

The undersigned agrees that the Subscription Agreement and this Certificate may not be cancelled, terminated, or revoked by the undersigned.

The undersigned acknowledges that the Corporation, the Financial Advisor will be relying on this Certificate in connection with the Subscription Agreement.

Capitalized terms used in this Certificate but not defined have the meanings given to them in the Subscription Agreement.

[Signature page follows]

EXECUTED by the Subscriber this _ day of__, 2023.

If a corporation, partnership or other entity:	**If an individual:**
Signature of Authorized Signatory	*Signature*
Name and Title of Signatory	*Print Name*
Name of Purchasing Entity	*Jurisdiction of Residence*
Jurisdiction of Incorporation/Formation	

SCHEDULE "G"
CONTACT INFORMATION FOR CANADIAN SECURITIES COMMISSIONS

Alberta Securities Commission
Suite 600, 250 – 5th Street SW
Calgary, Alberta T2P 0R4
Telephone: (403) 297-6454
Toll free in Canada: 1-877-355-0585
Facsimile: (403) 297-2082

British Columbia Securities Commission
P.O. Box 10142, Pacific Centre
701 West Georgia Street
Vancouver, British Columbia V7Y 1L2
Inquiries: (604) 899-6854
Toll free in Canada: 1-800-373-6393
Facsimile: (604) 899-6581
Email: inquiries@bcsc.bc.ca

The Manitoba Securities Commission
500 – 400 St. Mary Avenue
Winnipeg, Manitoba R3C 4K5
Telephone: (204) 945-2548
Toll free in Manitoba 1-800-655-5244
Facsimile: (204) 945-0330

Financial and Consumer Services Commission (New Brunswick)
85 Charlotte Street, Suite 300
Saint John, New Brunswick E2L 2J2
Telephone: (506) 658-3060
Toll free in Canada: 1-866-933-2222
Facsimile: (506) 658-3059
Email: info@fcnb.ca

Government of Newfoundland and Labrador
Financial Services Regulation Division
P.O. Box 8700
Confederation Building
2nd Floor, West Block
Prince Philip Drive
St. John's, Newfoundland and Labrador A1B 4J6
Attention: Director of Securities
Telephone: (709) 729-4189
Facsimile: (709) 729-6187

Government of the Northwest Territories
Office of the Superintendent of Securities
P.O. Box 1320
Yellowknife, Northwest Territories X1A 2L9
Attention: Deputy Superintendent, Legal & Enforcement
Telephone: (867) 920-8984
Facsimile: (867) 873-0243

Nova Scotia Securities Commission
Suite 400, 5251 Duke Street
Duke Tower
P.O. Box 458
Halifax, Nova Scotia B3J 2P8
Telephone: (902) 424-7768
Facsimile: (902) 424-4625

Government of Nunavut
Department of Justice
Legal Registries Division
P.O. Box 1000, Station 570
1st Floor, Brown Building
Iqaluit, Nunavut X0A 0H0
Telephone: (867) 975-6590
Facsimile: (867) 975-6594

Ontario Securities Commission
20 Queen Street West, 22nd Floor
Toronto, Ontario M5H 3S8
Telephone: (416) 593- 8314
Toll free in Canada: 1-877-785-1555
Facsimile: (416) 593-8122
Email: exemptmarketfilings@osc.gov.on.ca
Public official contact regarding indirect collection of information: Inquiries Officer

Prince Edward Island Securities Office
95 Rochford Street, 4th Floor Shaw Building
P.O. Box 2000
Charlottetown, Prince Edward Island C1A 7N8
Telephone: (902) 368-4569
Facsimile: (902) 368-5283

Autorité des marchés financiers
800, Square Victoria, 22e étage
C.P. 246, Tour de la Bourse
Montréal, Québec H4Z 1G3
Telephone: (514) 395-0337 or 1-877-525-0337
Facsimile: (514) 873-6155 (For filing purposes only)
Facsimile: (514) 864-6381 (For privacy requests only)
Email: financementdessocietes@lautorite.qc.ca (For corporate finance issuers);
fonds_dinvestissement@lautorite.qc.ca (For investment fund issuers)

Financial and Consumer Affairs Authority of Saskatchewan
Suite 601 - 1919 Saskatchewan Drive
Regina, Saskatchewan S4P 4H2
Telephone: (306) 787-5879
Facsimile: (306) 787-5899

Government of Yukon
Department of Community Services
Law Centre, 3rd Floor
2130 Second Avenue
Whitehorse, Yukon Y1A 5H6
Telephone: (867) 667-5314
Facsimile: (867) 393-6251

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SCHEDULE "H"
WIRE INSTRUCTIONS – US DOLLARS

[***]

When sending the wire, please include the following reference: TerrAscend Corp., File #53448-6

Certain confidential information contained in this document, marked by [***], has been omitted because the Company has determined that the information (i) is not material and (ii) would likely cause competitive harm if publicly disclosed.

UNLESS PERMITTED UNDER APPLICABLE SECURITIES LEGISLATION, THE HOLDER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE AND THE COMMON SHARES, IF ANY, ISSUABLE UPON CONVERSION OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE MUST NOT TRADE ANY OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE OR COMMON SHARE ISSUABLE UPON CONVERSION THEREOF BEFORE THE DATE THAT IS FOUR MONTHS AND A DAY AFTER THE LATER OF (I) the distribution date], AND (II) THE DATE THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.

THE SECURITIES REPRESENTED BY THIS CERTIFICATE AND THE COMMON SHARES, IF ANY, ISSUABLE UPON CONVERSION OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THE SECURITIES UNDER THE SECURITIES ACT OR AN OPINION OF COUNSEL SATISFACTORY TO THE ISSUER THAT SUCH REGISTRATION IS NOT REQUIRED. THE ISSUER OF THESE SECURITIES MAY REQUIRE AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT ANY PROPOSED TRANSFER OR RESALE IS IN COMPLIANCE WITH THE SECURITIES ACT AND ANY APPLICABLE STATE SECURITIES LAWS. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE GOOD DELIVERY IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.

[THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE HELD BY A PERSON WHO MAY BE DEEMED TO BE AN AFFILIATE OF THE ISSUER FOR PURPOSES OF RULE 144 PROMULGATED UNDER THE SECURITIES ACT. ANY AFFILIATE (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT) OF THE ISSUER THAT ACQUIRES THE SECURITIES REPRESENTED BY THIS CERTIFICATE OR ANY COMMON SHARE ISSUED UPON CONVERSION OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE (OR ANY INTEREST IN ANY OF THE FOREGOING) MAY NOT RESELL SUCH SECURITY OR SHARE (OR INTEREST THEREIN), AS APPLICABLE, UNLESS IN A TRANSACTION THAT IS REGISTERED UNDER THE SECURITIES ACT OR PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IN A TRANSACTION IMMEDIATELY FOLLOWING WHICH SUCH RESOLD SECURITY OR SHARE (OR INTEREST THEREIN), AS APPLICABLE, IS NOT A "RESTRICTED SECURITY" (AS DEFINED IN RULE 144 UNDER THE SECURITIES ACT).]

SENIOR UNSECURED CONVERTIBLE DEBENTURE

ROM: TERRASCEND CORP. (the "**Issuer**")

O: [Holder] with its address for notice being **[Address]** (the "**Holder**")

MOUNT: US$[<>] unsecured convertible debentures (the "**Principal**")

ATE: June 30, 2023 (the "**Closing Date**")

1.**Definitions**. Capitalized terms used herein that are not otherwise defined have the meanings ascribed to them in Schedule “A” attached hereto. Capitalized terms used herein that are not otherwise defined in Schedule “A” shall have the meaning ascribed to them in the Subscription Agreement of the Holder.

2.**Indebtedness**. For value received, the Issuer promises to pay to, or to the order of, the Holder the Principal in lawful money of the United States in immediately available funds in the manner provided in this debenture, together with other monies that the Issuer may owe from time to time under this debenture.

3.**Series of Debentures**. This debenture is issued as part of a series of similar senior unsecured convertible debentures (collectively, the “**Debentures**”) pursuant to the terms of those certain Subscription Agreements dated on or about June 23, 2023 by the Holder and the other holders of Debentures, in each case, in favour of the Issuer and ATB Capital Markets Inc. and its United States registered broker-dealer affiliate (collectively, the “**Subscription Agreements**”).

4.**Repayment**. In accordance with the terms of this debenture, the Issuer shall pay the Holder the Principal, plus any and all accrued and unpaid interest thereon, on the Maturity Date. Any payments not received by 5:00 p.m. Toronto time on a Business Day will be deemed to have been received on the next Business Day.

5.**[Intentionally Deleted.]**

6.**Interest**. ***[NTD. include either (1) or (2) below as per Holder's Subscription Agreement.]***

> *(1) The Principal shall bear interest at the rate of 9.9% per annum from and including the Closing Date. Interest shall be calculated and compounded semi-annually and is payable on the Maturity Date. Interest is payable after as well as before maturity and after as well as before default, with interest on amounts in default or after maturity at the same rate, compounded semi-annually.*
>
> *(2) The Principal shall bear interest at the rate of 9.9% per year from and including the Closing Date, or from the last Interest Payment Date to which interest shall have been paid or made available for payment hereon, whichever is later (a) 50% of such interest shall be calculated and compounded semi-annually and payable on the Maturity Date, and (b) 50% of such interest shall be calculated and payable in cash in equal, semi-annual payments in arrears on each Interest Payment Date (including the Maturity Date) in each year, the first such payment to fall due on October 1, 2023. Interest shall be payable after as well as before maturity and after as well as before default, with interest on amounts in default or after maturity at the same rate, compounded semi-annually. Any payment required to be made on any day that is not a Business Day will be made on the next succeeding Business Day.*

7.**Conversion**. The Holder has the right, at its option, at any time or times prior to 5:00 p.m. (Toronto time) on the Business Day immediately preceding the Maturity Date to convert this debenture or portion thereof that is $1,000 or an integral multiple thereof, into Common Shares at the Conversion Price, as adjusted from time to time as provided in Schedule "B" attached hereto. Notwithstanding anything contained herein, the Issuer shall in no case be required to issue fractional Common Shares upon the conversion of this

debenture. On conversion, the Holder will receive accrued and unpaid interest on such portion of the Principal that is converted for the period from and including **[the Closing Date to and including the date of conversion][NTD. include for option (1).]** or **[the later of the Closing Date and the last Interest Payment Date, to and including, the date of conversion][NTD. include for option (2).]**.

8.**Change of Control**. On or before the 20th day after the occurrence of the effective date of a Change of Control, the Issuer shall provide to the Holder a notice (the "**Change of Control Notice**") of the occurrence of the Change of Control and of the Holder's optional repurchase right arising as a result thereof as set out herein (the "**Change of Control Repurchase Right**"). The Change of Control Notice shall specify (i) the effective date of the Change of Control, (ii) the last date on which the Holder may exercise the Change of Control Repurchase Right, (iii) the Change of Control Repurchase Price (as hereinafter defined) and the Change of Control Repurchase Date (as hereinafter defined). Upon the occurrence of a Change of Control, the Holder has the right, at such Holder's option, to require the Issuer to repurchase for cash or Common Shares, at the sole election of the Issuer, the Principal plus accrued and unpaid interest thereon to, but excluding, the Change of Control Repurchase Date properly surrendered on the date (the "**Change of Control Repurchase Date**") specified by the Issuer that is not less than 20 Business Days or more than 35 Business Days following the date of the Change of Control Notice at a repurchase price equal to 101% of the Principal plus accrued and unpaid interest thereon to, but excluding, the Change of Control Repurchase Date (the "**Change of Control Repurchase Price**"). The Issuer shall satisfy its obligation to pay the Change of Control Repurchase Price by the Issuer paying or issuing and delivering, as the case may be, to the Holder that amount of cash determined or number of Common Shares obtained by dividing 101% of the Principal plus accrued and unpaid interest, if any, to but excluding, the Change of Control Repurchase Date by the then Current Market Price. The Current Market Price shall be converted into U.S. dollars based on the Canadian dollar to U.S. dollar conversion rate as quoted by Bloomberg on the date immediately preceding the Change of Control Repurchase Date. No fractional Common Shares shall be delivered upon the exercise of the Change of Control Repurchase Right but, in lieu thereof, the Issuer shall pay to the Holder, the cash equivalent thereof determined on the basis of the Current Market Price of the Common Shares on the Change of Control Repurchase Date.

9.**Voluntary Prepayment.** Prior to the Maturity Date, the Issuer shall not be permitted to repay to the Holder the whole or any part of the Principal owing by it from time to time hereunder without the prior written consent of the Holder in its sole discretion.

10.**Use of Proceeds.** The Issuer will allocate the aggregate proceeds of the Debentures to fund mergers and acquisitions and for other general corporate purposes.

11.**Acceleration**. If one or more Events of Default shall have occurred and be continuing, then, and in each and every such case (other than an Event of Default specified in clause (d) of such definition), upon receipt by the Issuer of notice in writing signed by the holders of at least 25% in aggregate principal amount of the Debentures then outstanding, the full unpaid balance of the Principal together with accrued and unpaid interest thereon will become immediately due and payable. If an Event of Default specified in clause (d) of the definition of Event of Default occurs and is continuing, the full unpaid balance of the Principal together with accrued and unpaid interest thereon will become immediately due and payable.

12.**Waiver – Specific Items**. The Issuer waives presentment for payment, demand, protest, Notice of any kind, and statutory days of grace in connection with this debenture.

13.**Representations and Warranties**. The Issuer represents and warrants to the Holder, acknowledging that the Holder is relying on these representations and warranties, that:

(a)*Existence*. It is a corporation, validly existing, and in good standing under the laws of the jurisdiction of its incorporation.

(b)*Power and Authority*. It has the corporate power and authority, and holds all permits and other authorizations necessary, to own, lease, and operate its properties, to conduct its business as now carried on by it, and to enter into, deliver, and perform its obligations under this debenture.

(c)*Due Authorization*. It has duly authorized, executed, and delivered this debenture.

(d)*Binding Obligations*. This debenture and each other agreement to be executed and delivered by the Issuer in connection with this debenture constitute binding obligations of the Issuer, enforceable against the Issuer in accordance with its terms.

(e)*No Breach*. Neither the signature and delivery of this debenture nor the payment or performance of its obligations under this debenture do or will:

(i)conflict with or result in a breach or violation of any of the terms of, or constitute a default under:

(A) any statute or other law that applies to it;

(B) its articles, by-laws, or unanimous shareholders agreement;

(C) subject to receipt of all required consents, any agreement to which it is a party or by which it is bound; or

(D) any judgment or other order that binds it or its assets; or

(ii)result in the creation or imposition of any security interest, lien, or encumbrance on any property of the Issuer.

(f)*Bankruptcy or Receivership*. No proceedings have been taken or authorized by the Issuer or, to its knowledge, by any other Person relating to the bankruptcy, insolvency, liquidation, dissolution, or winding up of the Issuer.

14.**Security**. The parties acknowledge that this debenture is unsecured, ranks *pari passu* with each other Debenture (regardless of their actual date or terms of issue) and, except as prescribed by law, with all other existing and future senior unsecured indebtedness of the Issuer and will be subordinate to all existing and future secured indebtedness of the Issuer.

15.**Assignment**. The Issuer may not assign, transfer or deliver all or any part of its rights or obligations hereunder without the prior written consent of the Holder. The Holder may,

without the Issuer's consent, and in compliance with all Securities Laws and other applicable law, assign, transfer or deliver all or any part of its rights and obligations hereunder.

16.**Waiver – General**. No waiver of satisfaction of a condition or non-performance of an obligation under this debenture is effective unless it is in writing and signed by the party providing such waiver. No waiver under this section affects the exercise of any other rights under this debenture.

17.**Governing Law**. The laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario, excluding any rule or principle of conflicts of law that may provide otherwise, govern this debenture.

18.**Jurisdiction**. The parties irrevocably attorn to the jurisdiction of the courts of Ontario, which will have non-exclusive jurisdiction over any matter arising out of this debenture.

19.**Notice**. To be effective, a Notice must be in writing and delivered (a) personally, either to the individual designated below for that party or to an individual having apparent authority to accept deliveries on behalf of that individual at its address set out below, or (b) by registered mail**,** or (c) by electronic mail, to the address or electronic mail address set out opposite the party's name below or to any other address or electronic mail address for a party as that party from time to time designates to the other parties in the same manner:

in the case of the Issuer, to:

TerrAscend Corp.
3610 Mavis Road
Mississauga, Ontario, L5C 1W2

Attention: Lynn Gefen
Email: [***]

With a copy to:

Cassels Brock & Blackwell LLP
Suite 3200, Bay Adelaide Centre – North Tower
40 Temperance St.
Toronto, Ontario M5H 0B4

Attention: Jonathan Sherman
Email: [***]

in the case of the Holder, to the address listed the first page of this debenture.

Any Notice is effective: (i) upon personal delivery to the party to be notified, (ii) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid, (iii) when sent by confirmed electronic mail if sent before 5:00 p.m. local time of the recipient, if not, then on the next Business Day, or (iv) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt.

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

21.**Further Assurances**. Either party shall sign (or cause to be signed) all further documents or do (or cause to be done) all further acts and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to this debenture.

22.**Conflict of Provisions**. If there is any inconsistency between the provisions of this debenture and those of any document to be executed and delivered by the Issuer in connection with this debenture, the provisions of this debenture will prevail.

23.**Binding Effect**. This debenture enures to the benefit of and binds the parties' respective heirs, executors, administrators, and other legal representatives, successors, and permitted assigns.

24.**Amendment**. This debenture may only be amended by a written document signed by each of the parties.

The Issuer has executed this debenture dated as of the Closing Date.

TERRASCEND CORP.

By:

Name:

Title:

SCHEDULE "A"
DEFINITIONS

The following definitions apply to the debenture to which this schedule is attached (this "**debenture**"):

"**affiliate**" has the meaning ascribed thereto in the *Securities Act* (Ontario).

"**Bankruptcy Event**" means, with respect to the Issuer, that (a) the Issuer fails to pay or perform its obligations generally as they become due or admits its inability to pay its debts generally, (b) the Issuer commits an act of bankruptcy within the meaning of the *Bankruptcy and Insolvency Act* (Canada), (c) a Bankruptcy Proceeding is instituted by or against the Issuer (excluding any Bankruptcy Proceeding being contested by the Issuer in good faith by appropriate proceedings so long as enforcement remains stayed, none of the relief sought is granted (either on an interim or permanent basis), and the Bankruptcy Proceeding is dismissed within 90 days of its commencement), or (d) the Issuer takes any action to authorize any of the actions set forth above in this definition.

"**Bankruptcy Proceeding**" means, with respect to the Issuer, any proceeding contemplated by any application, petition, assignment, filing of notice, or other means, whether voluntary or involuntary under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada), the *Winding-Up and Restructuring Act* (Canada), or any other similar legislation of any jurisdiction seeking any moratorium, reorganization, adjustment, composition, proposal, compromise, arrangement, or other similar relief in respect of any or all of the Issuer's obligations, seeking the winding up, liquidation, or dissolution of the Issuer or all or any part of its businesses, undertaking, properties, and assets, seeking any order declaring, finding, or adjudging the Issuer insolvent or bankrupt, seeking the appointment (provisional, interim, or permanent) of any receiver, or resulting, by operation of law, in the bankruptcy of the Issuer.

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

"**Change of Control**" shall be deemed to have occurred at the time after this debenture is originally issued if either of the following occurs:

(a)a "person" or "group" within the meaning of Section 13(d) of the Exchange Act, other than the Issuer, its Wholly Owned Subsidiaries and the employee benefit plans of the Issuer and its Wholly Owned Subsidiaries has become the direct or indirect "beneficial owner," as defined in Rule 13d-3 under the Exchange Act, of Common Shares of the Issuer representing more than 50% of the voting power of the Common Shares of the Issuer; or

(b)the consummation of (A) any recapitalization, reclassification or change of the Common Shares (other than changes resulting from a share split or consolidation) as a result of which the Common Shares would be converted into, or exchanged for, shares, stock, other securities, other property or assets; (B) any share exchange, consolidation, amalgamation or merger of the Issuer pursuant to which the Common Shares will be converted into cash, securities or other property or assets; or (C) any sale, lease, exchange or other transfer in one transaction or a series of transactions of all or substantially all of the consolidated assets of the Issuer and its Subsidiaries, taken as a whole, to any Person other than one or

more of the Issuer's Wholly Owned Subsidiaries; *provided*, however, that a transaction described in clause (A) or (B) in which the holders of all classes of the Issuer's Common Shares immediately prior to such transaction own, directly or indirectly, more than 50% of the Common Shares of the continuing or surviving corporation or transferee or the parent thereof immediately after such transaction in substantially the same proportions as such ownership immediately prior to such transaction shall not be a Change of Control pursuant to this clause (b);

provided, however, that a transaction or transactions described in clause (a) or clause (b) above shall not constitute a Change of Control, if at least 90% of the consideration received or to be received by the common shareholders of the Issuer, excluding cash payments for fractional shares, in connection with such transaction or transactions consists of common shares that are listed or quoted on any of the Canadian Securities Exchange, Nasdaq Global Select Market, the Toronto Stock Exchange, The New York Stock Exchange or the Nasdaq Global Market (or any of their respective successors) or will be so listed or quoted when issued or exchanged in connection with such transaction or transactions and as a result of such transaction or transactions this debenture become convertible into such consideration, excluding cash payments for fractional shares (subject to the provisions hereof); and *provided further, that,* that a transaction or transactions described in clause (a) above shall not constitute a Change of Control, if the “person” or “group” within the meaning of Section 13(d) of the Exchange Act is, as of the date hereof, a “control person” of the Issuer within the meaning of Section 1(1) of the *Securities Act* (Ontario). In the case of a transaction that would have been a Change of Control but for the proviso immediately following clause (b) of this definition, if any transaction in which the Common Shares are replaced by the securities of another entity occurs, references to the Issuer in this definition shall instead be references to such other entity.

“**Conversion Price**” means U.S.$2.01, as adjusted from time to time as provided in Schedule "B" attached to this debenture.

“**Current Market Price**” means, at any date, the volume weighted average trading price per share at which the Common Shares have traded:

(c)on the stock exchange upon which the highest volume of trading of the Common Shares occurs during the applicable period; and

(d)if the Common Shares are not listed on a stock exchange, on any over-the-counter market on which the Common Shares are trading, as may be selected for this purpose by the board of directors of the Issuer, acting reasonably;

during the three consecutive trading days ending on the Business Day before the applicable determination date and the weighted average price shall be determined by dividing the aggregate sale price of all Common Shares sold on the exchange or market, as the case may be, during the three consecutive trading days by the number of Common Shares sold or, if not traded on any recognized exchange or market, as determined by the board of directors of the Issuer, acting reasonably.

“**Event of Default**” means the occurrence of one or more of the following events:

a)default in any payment of interest on this debenture when due and payable, and the default continues for a period of 30 days;

b)default in the payment of principal of this debenture when due and payable on the Maturity Date, upon any required repurchase, upon declaration of acceleration or otherwise;

c)failure by the Issuer to comply with its obligation to convert this debenture in accordance herewith upon exercise of the Holder's conversion right and such failure continues for a period of three Business Days; or

d)a Bankruptcy Event occurs with respect to the Issuer.

"**Exchange Act**" means the *Securities Exchange* Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"**Interest Payment Date**" means each April 1 and October 1 of each year, beginning on October 1, 2023. **[NTD. only include if option (2) is selected.]**

"**Maturity Date**" means June 23, 2026.

"**Notice**" means any notice, request, direction, or other document that a party can or must make or give under this debenture.

"**Person**" includes any individual, and any corporation, partnership, governmental body, joint venture, association, trust, or any other entity.

"**Securities Act**" means the *United States Securities Act* of 1933, as amended, and the rules and regulations promulgated thereunder.

"**Subsidiary**" means, with respect to any Person (herein referred to as the "parent"), (i) any corporation, association, partnership or other business entity of which more than 50% of the total voting power of shares of capital stock or other interests (including partnership interests) is, at the time any determination is being made, owned or held, by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent or (ii) a majority of the members of the board of directors (or equivalent governing body) have been appointed or designated for appointment (and actually elected by persons entitled to cast a vote in respect of, or otherwise approve, such appointment or designation) by the parent or one or more subsidiaries of the parent or by the parent and one or more subsidiaries of the parent.

"**Wholly Owned Subsidiary**" means, with respect to any Person, any Subsidiary of such Person, except that, solely for purposes of this definition, the reference to "more than 50%" in the definition of "Subsidiary" shall be deemed replaced by a reference to "100%".

SCHEDULE “B”
Adjustment of Conversion Price

The Conversion Price in effect at any date shall be subject to adjustment from time to time as set forth below.

(a)If and whenever at any time prior to the Business Day immediately preceding the Maturity Date the Issuer shall:

(i)subdivide or redivide the outstanding Common Shares into a greater number of shares;

(ii)reduce, combine or consolidate the outstanding Common Shares into a smaller number of shares; or

(iii)issue Common Shares to the holders of all or substantially all of the outstanding Common Shares by way of a dividend or distribution (other than the issue of Common Shares to holders of Common Shares who have elected to receive dividends or distributions in the form of Common Shares in lieu of cash dividends or cash distributions paid in the ordinary course on the Common Shares);

the Conversion Price in effect on the effective date of such subdivision, redivision, reduction, combination or consolidation or on the record date for such issue of Common Shares by way of a dividend or distribution, as the case may be, shall in the case of any of the events referred to in (i) and (iii) above be decreased in proportion to the number of outstanding Common Shares resulting from such subdivision, redivision or dividend, or shall, in the case of any of the events referred to in (ii) above, be increased in proportion to the number of outstanding Common Shares resulting from such reduction, combination or consolidation. Such adjustment shall be made successively whenever any event referred to in this Schedule "B" shall occur. Any such issue of Common Shares by way of a dividend or distribution shall be deemed to have been made on the record date for the dividend or distribution for the purpose of calculating the number of outstanding Common Shares under subsections (c) and (d) of this Schedule "B".

(b)If and whenever at any time prior to the Business Day immediately preceding the Maturity Date the Issuer shall fix a record date for the payment of a cash dividend or distribution to the holders of all or substantially all of the outstanding Common Shares, the Conversion Price shall be adjusted immediately after such record date so that it shall be equal to the price determined by multiplying the Conversion Price in effect on such record date by a fraction, of which the denominator shall be the Current Market Price on such record date and of which the numerator shall be the Current Market Price on such record date minus the amount in cash per Common Share distributed to holders of Common Shares. Such adjustment shall be made successively whenever such a record date is fixed. To the extent that any such cash dividend or distribution is not paid, the Conversion Price shall be re-adjusted to the Conversion Price which would then be in effect if such record date had not been fixed.

(c)If and whenever at any time prior to the Business Day immediately preceding the Maturity Date the Issuer shall fix a record date for the issuance of options, rights or warrants to all or substantially all the holders of its outstanding Common Shares entitling them, for a period expiring not more than 45 days after such record date, to subscribe for or purchase Common Shares (or securities convertible into Common Shares) at a price per share (or having a conversion or exchange price per share) less than 95% of the Current Market Price on such record date, the Conversion Price shall be adjusted immediately after such record date so that it shall equal the price determined by multiplying the Conversion Price in effect on such record date by a fraction, of which the numerator shall be the total number of Common Shares outstanding on such record date plus a number of Common Shares equal to the number arrived at by dividing the aggregate price of the total number of additional Common Shares offered for subscription or purchase (or the aggregate conversion or exchange price of the convertible securities so offered) by such Current Market Price, and of which the denominator shall be the total number of Common Shares outstanding on such record date plus the total number of additional Common Shares offered for subscription or purchase (or into which the convertible securities so offered are convertible). Such adjustment shall be made successively whenever such a record date is fixed. To the extent that any such options, rights or warrants are not so issued or any such options, rights or warrants are not exercised prior to the expiration thereof, the Conversion Price shall be re-adjusted to the Conversion Price which would then be in effect if such record date had not been fixed or to the Conversion Price which would then be in effect based upon the number of Common Shares (or securities convertible into Common Shares) actually issued upon the exercise of such options, rights or warrants were included in such fraction, as the case may be.

(d)If and whenever at any time prior to the Business Day immediately preceding the Maturity Date, there is a reclassification of the Common Shares or a capital reorganization of the Issuer other than as described in paragraph (a) of this Schedule "B" or a consolidation, amalgamation, arrangement, binding share exchange, merger of the Issuer with or into any other Person or other entity or acquisition of the Issuer or other combination pursuant to which the Common Shares are converted into or acquired for cash, securities or other property; or a sale or conveyance of the property and assets of the Issuer as an entirety or substantially as an entirety to any other Person (other than a direct or indirect wholly-owned subsidiary of the Issuer) or other entity or a liquidation, dissolution or winding-up of the Issuer (any such event, a “**Merger Event**”), the Holder who has not exercised its right of conversion prior to the effective date of such reclassification, capital reorganization, consolidation, amalgamation, arrangement, merger, share exchange, acquisition, combination, sale or conveyance or liquidation, dissolution or winding-up, upon the exercise of such right thereafter, shall be entitled to receive and shall accept, in lieu of the number of Common Shares then sought to be acquired by it, such amount of cash or the number of shares or other securities or property of the Issuer or of the Person or other entity resulting from such merger, amalgamation, arrangement, acquisition, combination or consolidation, or to which such sale or conveyance may be made or which holders of Common Shares receive pursuant to such liquidation, dissolution or winding-up, as the case may be, that the Holder would

have been entitled to receive on such reclassification, capital reorganization, consolidation, amalgamation, arrangement, merger, share exchange, acquisition, combination, sale or conveyance or liquidation, dissolution or winding-up, if, on the record date or the effective date thereof, as the case may be, the Holder had been the registered holder of the number of Common Shares sought to be acquired by it and to which it was entitled to acquire upon the exercise of the conversion right, subject to paragraph (m) of this Schedule "B". If determined appropriate by the board of directors of the Issuer, to give effect to or to evidence the provisions of paragraph (d) of this Schedule "B", the Issuer, its successor, or such purchasing Person or other entity, as the case may be, shall, prior to or contemporaneously with any such reclassification, capital reorganization, consolidation, amalgamation, arrangement, merger, share exchange, acquisition, combination, sale or conveyance or liquidation, dissolution or winding-up, enter into an amendment which shall provide, to the extent possible, for the application of the provisions set forth in this Schedule "B" with respect to the rights and interests thereafter of the Holder to the end that the provisions set forth in this debenture shall thereafter correspondingly be made applicable, as nearly as may reasonably be, with respect to any cash, shares or other securities or property to which the Holder is entitled on the exercise of its acquisition rights thereafter. Any such amendment pursuant to the provisions of paragraph (d) of this Schedule "B" shall be entered into between the Issuer and the Holder. Any such amendment entered into between the Issuer, any successor to the Issuer or such purchasing Person or other entity and the Holder shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided in paragraph (d) of this Schedule "B" and which shall apply to successive reclassifications, capital reorganizations, amalgamations, consolidations, mergers, share exchanges, acquisitions, combinations, sales or conveyances. For greater certainty, nothing in paragraph (d) of this Schedule "B" shall affect or reduce the requirement for the Issuer to provide a Change of Control Notice in accordance with Section 8 to the extent any transaction described in paragraph (d) of this Schedule "B" is considered a Change of Control.

The Issuer shall not become a party to any Merger Event unless its terms are consistent with paragraph (d) of this Schedule "B".

(e)If the Issuer shall make a distribution to all or substantially all of the holders of Common Shares of shares in the capital of the Issuer, other than Common Shares, or evidences of indebtedness or other assets of the Issuer, including securities (but excluding (i) any issuance of rights or warrants for which an adjustment was made pursuant to paragraph (c) of this Schedule "B", and (ii) any dividend or distribution paid exclusively in cash for which an adjustment was made pursuant to paragraph (b) of this Schedule "B") (the “**Distributed Securities**”), then in each such case (unless the Issuer at its option chooses to distribute such Distributed Securities to the Holder on such dividend or distribution date (as if the Holder had converted this debenture into Common Shares immediately preceding the record date with respect to such distribution)) the Conversion Price in effect immediately preceding the ex-distribution date fixed for the dividend or distribution shall be adjusted so that the same shall equal the price determined by multiplying the Conversion Price in effect immediately

preceding such ex-distribution date by a fraction of which the denominator shall be the Current Market Price immediately prior to the ex-distribution date and of which the numerator shall be the Current Market Price for the first five trading days that occur immediately post the ex-distribution date. Such adjustment shall be made successively whenever any such distribution is made and shall become effective five Business Days immediately after the ex-distribution date. In the event that such dividend or distribution is not so paid or made, the Conversion Price shall again be adjusted to be the Conversion Price that would then be in effect if such dividend or distribution had not been declared.

Notwithstanding the foregoing, if the securities distributed by the Issuer to all holders of its Common Shares consist of capital stock of, or similar equity interests in, a Subsidiary or other business of the Issuer (the "**Spinoff Securities**"), the Conversion Price shall be adjusted, unless the Issuer makes an equivalent distribution to the Holder, so that the same shall be equal to the rate determined by multiplying the Conversion Price in effect on the record date fixed for the determination of shareholders entitled to receive such distribution by a fraction, the denominator of which shall be the sum of (A) the weighted average trading price of one Common Share over the 20 consecutive trading day period (the "**Spinoff Valuation Period**") commencing on and including the fifth trading day after the date on which ex-dividend trading commences for such distribution on the stock exchange upon which the highest volume of trading of the Common Shares occurs during the applicable period and (B) the product of (i) the weighted average trading price (calculated in substantially the same way as the Current Market Price is calculated for the Common Shares) over the Spinoff Valuation Period of the Spinoff Securities or, if no such prices are available, the fair market value of the Spinoff Securities as reasonably determined by the board of directors of the Issuer (which determination shall be conclusive) multiplied by (ii) the number of Spinoff Securities distributed in respect of one Common Share and the numerator of which shall be the weighted average trading price of one Common Share over the Spinoff Valuation Period, such adjustment to become effective immediately preceding the opening of business on the 25th trading day after the date on which ex-dividend trading commences; provided, however, that the Issuer may in lieu of the foregoing adjustment elect to make adequate provision so that the Holder shall have the right to receive upon conversion thereof the amount of such Spinoff Securities that the Holder would have received if this debenture had been converted on the record date with respect to such distribution.

(f)If any issuer bid made by the Issuer or any of its Subsidiaries for all or any portion of Common Shares shall expire, then, if the issuer bid shall require the payment to shareholders of consideration per Common Share having a fair market value (determined as provided below) that exceeds the Current Market Price on the last date (the "**Expiration Date**") tenders could have been made pursuant to such issuer bid (as it may be amended) (the last time at which such tenders could have been made on the Expiration Date is hereinafter sometimes called the "**Expiration Time**"), the Conversion Price shall be adjusted so that the same shall equal the rate determined by multiplying the Conversion Price in effect immediately preceding the close of business on the Expiration Date by a fraction of which (i) the denominator shall be the sum of (A) the fair market value of the

aggregate consideration (the fair market value as determined by the board of directors of the Issuer, whose determination shall be conclusive evidence of such fair market value) payable to shareholders based on the acceptance (up to any maximum specified in the terms of the issuer bid) of all Common Shares validly tendered and not withdrawn as of the Expiration Time (the Common Shares deemed so accepted, up to any such maximum, being referred to as the "**Purchased Common Shares**") and (B) the product of the number of Common Shares outstanding (less any Purchased Common Shares and excluding any Common Shares held in the treasury of the Issuer) at the Expiration Time and the Current Market Price on the Expiration Date and (ii) the numerator of which shall be the product of the number of Common Shares outstanding (including Purchased Common Shares but excluding any Common Shares held in the treasury of the Issuer) at the Expiration Time multiplied by the Current Market Price on the Expiration Date, such increase to become effective immediately preceding the opening of business on the day following the Expiration Date. In the event that the Issuer is obligated to purchase Common Shares pursuant to any such issuer bid, but the Issuer is permanently prevented by applicable law from effecting any or all such purchases or any or all such purchases are rescinded, the Conversion Price shall again be adjusted to be the Conversion Price which would have been in effect based upon the number of Common Shares actually purchased, if any. If the application of paragraph (f) of this Schedule "B" to any issuer bid would result in a decrease in the Conversion Price, no adjustment shall be made for such issuer bid under this paragraph (f) of this Schedule "B".

For purposes of paragraph (f) of this Schedule "B", the term "**issuer bid**" shall mean an issuer bid under Securities Laws or a take-over bid under Securities Laws by a Subsidiary of the Issuer for the Common Shares and all references to "purchases" of Common Shares in issuer bids (and all similar references) shall mean and include the purchase of Common Shares in issuer bids and all references to "tendered Common Shares" (and all similar references) shall mean and include Common Shares tendered in issuer bids.

(g)In any case in which this Schedule "B" shall require that an adjustment shall become effective immediately after a record date for an event referred to herein, the Issuer may defer, until the occurrence of such event, issuing to the holder of any Debenture converted after such record date and before the occurrence of such event the additional Common Shares issuable upon such conversion by reason of the adjustment required by such event before giving effect to such adjustment; provided, however, that the Issuer shall deliver to such holder an appropriate instrument evidencing such holder's right to receive such additional Common Shares upon the occurrence of the event requiring such adjustment and the right to receive any distributions made on such additional Common Shares declared in favour of holders of record of Common Shares on and after the date this debenture has been surrendered for conversion or such later date as such holder would, but for the provisions of paragraph (g) of this Schedule "B", have become the holder of record of such additional Common Shares pursuant to Section 7 of his debenture.

(h)The adjustments provided for in this Schedule "B" are cumulative and shall apply to successive subdivisions, redivisions, reductions, combinations, consolidations, distributions, issues or other events resulting in any adjustment under the provisions of this Section, provided that, notwithstanding any other provision of this Section, no adjustment of the Conversion Price shall be required unless such adjustment would require an increase or decrease of at least 1% in the Conversion Price then in effect; provided however, that any adjustments which by reason of paragraph (h) of this Schedule "B" are not required to be made shall be carried forward and taken into account in any subsequent adjustment.

(i)For the purpose of calculating the number of Common Shares outstanding, Common Shares owned by or for the benefit of the Issuer shall not be counted.

(j)In the event of any question arising with respect to the adjustments provided in this Schedule "B", such question shall be conclusively determined by a firm of nationally recognized chartered accountants appointed by the Issuer (who may be the auditors of the Issuer); such accountants shall have access to all necessary records of the Issuer and such determination shall be binding upon the Issuer and the Holder.

(k)In case the Issuer shall take any action affecting the Common Shares other than action described in this Schedule "B", which in the opinion of the board of directors of the Issuer, would materially affect the rights of the Holder, the Conversion Price shall be adjusted in such manner and at such time, by action of such board of directors, as such board of directors, in their sole discretion may determine to be equitable in the circumstances. Failure of the directors to make such an adjustment shall be conclusive evidence that they have determined that it is equitable to make no adjustment in the circumstances.

(l)No adjustment in the Conversion Price shall be made in respect of any event described in paragraphs (a), (b), (c), (e) or (f) of this Schedule "B" other than the events described in clauses (a)(i) or (a)(ii) of this Schedule "B" if the Holder is entitled to participate in such event on the same terms *mutatis mutandis* as if it had converted this debenture prior to the effective date or record date, as the case may be, of such event.

(m)Except as stated above in this Schedule "B", no adjustment will be made in the Conversion Price for this debenture as a result of the issuance of Common Shares at less than the Current Market Price on the date of issuance or the then applicable Conversion Price.

(n)Notwithstanding any of the foregoing in this Schedule "B", if the Holder would otherwise be entitled to receive, upon conversion of this debenture, any property (including cash) or securities that would not constitute “prescribed securities” for the purposes of clause 212(1)(b)(vii)(E) of the *Income Tax Act* (Canada) as it applied on December 31, 2007 (“**Ineligible Consideration**”), the Holder shall not be entitled to receive such Ineligible Consideration and the Issuer or the successor or acquirer, as the case may be, shall have the right (at the sole option of the Issuer or the successor or acquirer, as the case may be) to deliver to the

Holder “prescribed securities” for the purposes of clause 212(1)(b)(vii)(E) of the *Income Tax Act* (Canada) as it applied on December 31, 2007 with a market value (as conclusively determined by the board of directors of the Issuer) equal to the market value of such Ineligible Consideration.

The Issuer shall from time to time immediately after the occurrence of any event which requires an adjustment or readjustment as provided in this Schedule "B", deliver written notice to the Holder specifying the nature of the event requiring the same and the amount of the adjustment necessitated thereby and setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based, which certificate and the amount of the adjustment specified therein shall be conclusively determined by a firm of nationally recognized chartered accountants appointed by the Issuer (who may be the auditors of the Issuer) and such advice or determination shall be conclusive and binding on all parties in interest. When so approved, the Issuer shall, except in respect of any subdivision, redivision, reduction, combination or consolidation of the Common Shares, forthwith give notice to the Holder in the manner provided in Section 19 of this debenture specifying the event requiring such adjustment or readjustment and the results thereof, including the resulting Conversion Price; provided that, if the Issuer has given notice hereunder covering all the relevant facts in respect of such event and if the Holder approves, no such notice need be given hereunder.

July 4, 2023

TerrAscend (TSX: TSND) Commences Trading on the TSX

Company executives in Toronto to ring opening bell for July 4th trading session

TORONTO, July 04, 2023 (GLOBE NEWSWIRE) -- **TerrAscend Corp.** ("**TerrAscend**" or the "**Company**") (TSX: TSND) (OTCQX: TRSSF), a leading North American cannabis company, today announced the commencement of trading of its common shares (the "**Common Shares**") on the Toronto Stock Exchange (the "**TSX**") under the new ticker symbol "TSND". No action is required by shareholders in order to continue trading their Common Shares as a result of the listing, or the change in ticker symbol, which was previously "TER" on the Canadian Securities Exchange.

"Today is an incredible day for TerrAscend and our stakeholders. We believe our TSX listing will provide the Company greater access to a broader group of institutional and retail investors looking for attractive opportunities in the cannabis space. With all of the fundamental progress that we have made over the past twelve months, combined with this TSX listing, we believe we have achieved our goal of truly becoming independent of the need for regulatory reform. We would like to thank the TSX for their courageous leadership and we are honored to be listed on their exchange. Additionally, I want to thank every member of the TerrAscend team, along with Cassels, for their incredible efforts to get us to where we are today," said Jason Wild, Executive Chairman of TerrAscend.

In addition, TerrAscend closed its third and final tranche of private placements (the "**Private Placements**") on June 30, 2023 bringing the total aggregate proceeds raised to approximately US$21 million. The closing of the third tranche of the Private Placements consists of an aggregate of 216,666 units (the "**Units**") of the Company at a price of US$1.50 per Unit (the "**Issue Price**") for aggregate gross proceeds of US$325,000 and total aggregate proceeds for all closings of approximately US$10 million (the "**Equity Offering**") and 100 senior unsecured convertible debentures (the "**Debentures**") of the Company at a price of US$1,000 per Debenture for aggregate gross proceeds of US$100,000 and total aggregate proceeds for all closings of approximately US$10 million (the "**Debenture Offering**").

Each Unit is comprised of one Common Share and one-half of one Common Share purchase warrant (each whole Common Share purchase warrant, a "**Warrant**"). Each Warrant entitles the holder to acquire one Common Share at a price of US $1.95 per Common Share for a period of 24 months following the initial closing of the Equity Offering. Unless earlier repaid or converted, the outstanding principal and accrued and unpaid interest on the Debentures will be due and payable 36 months following the applicable closing of the Debenture Offering (the "**Maturity Date**"). Each Debenture will bear interest at a rate of 9.9% per annum from the date of issuance, calculated and compounded semi-annually, and payable on the

Maturity Date. Each holder may, at the option of the holder upon signing of the subscription agreement, elect to receive up to 4.95% per annum of such interest payable in cash on a semi-annual basis. Each Debenture will be convertible into Common Shares, at the option of the holder, at any time or times prior to the close of business on the last business day immediately preceding the Maturity Date, at a conversion price of US $2.01. Holders converting their Debentures will receive accrued and unpaid interest for the period from and including the date of the last interest payment date, to and including, the date of conversion. In connection with the terms of the Debenture Offering and the Equity Offering, the Company has agreed to make certain cash commission payments equal to an average rate of approximately 2% of the gross proceeds received by the Company based on the source of funds.

Cassels Brock & Blackwell LLP acted as TerrAscend's strategic and legal advisor in connection with the listing on the TSX.

The securities offered pursuant to the Private Placements have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**1933 Act**"), or under any state securities laws, and may not be offered or sold, directly or indirectly, or delivered within the United States absent registration or an applicable exemption from the registration requirements. This news release does not constitute an offer to sell or a solicitation to buy such securities, and shall not constitute an offer, solicitation or sale in any state or jurisdiction in which an offer, solicitation or sale would be unlawful. This news release is being issued pursuant to and in accordance with Rule 135c under the Securities Act of 1933.

About TerrAscend Corp.
TerrAscend is a leading TSX-listed cannabis company with interests across the North American cannabis sector, including vertically integrated operations in Pennsylvania, New Jersey, Maryland, Michigan and California through TerrAscend Growth Corp. and retail operations in Canada. TerrAscend Growth operates The Apothecarium and Gage dispensary retail locations as well as scaled cultivation, processing, and manufacturing facilities in its core markets. TerrAscend Growth's cultivation and manufacturing practices yield consistent, high-quality cannabis, providing industry-leading product selection to both the medical and legal adult-use markets. The Company owns or licenses several synergistic businesses and brands including Gage Cannabis, The Apothecarium, Cookies, Lemonnade, Ilera Healthcare, Kind Tree, Legend, State Flower, Wana, and Valhalla Confections. For more information visit www.terrascend.com.

Caution Regarding Cannabis Operations in the United States
Investors should note that there are significant legal restrictions and regulations that govern the cannabis industry in the United States. Cannabis remains a Schedule I drug under the
U.S. Controlled Substances Act, making it illegal under federal law in the United States to, among other things, cultivate, distribute or possess cannabis in the United States. Financial transactions involving proceeds generated by, or intended to promote, cannabis-related business activities in the United States may form the basis for prosecution under applicable US federal money laundering legislation.

While the approach to enforcement of such laws by the federal government in the United States has trended toward non-enforcement against individuals and businesses that comply with medical or adult-use cannabis programs in states where such programs are legal, strict compliance with state laws with respect to cannabis will neither absolve TerrAscend of

liability under U.S. federal law, nor will it provide a defense to any federal proceeding which may be brought against TerrAscend. The enforcement of federal laws in the United States is a significant risk to the business of TerrAscend and any proceedings brought against TerrAscend thereunder may adversely affect TerrAscend's operations and financial performance.

Notice Regarding Forward-Looking Information

This press release contains "forward-looking information" within the meaning of applicable securities laws. Forward-looking information contained in this press release may be identified by the use of words such as, "may", "would", "could", "will", "likely", "expect", "anticipate", "believe, "intend", "plan", "forecast", "project", "estimate", "outlook" and other similar expressions. Forward-looking information is not a guarantee of future performance and is based upon a number of estimates and assumptions of management in light of management's experience and perception of trends, current conditions and expected developments, as well as other factors relevant in the circumstances, including assumptions in respect of current and future market conditions, the current and future regulatory environment, and the availability of licenses, approvals and permits. Examples of forward- looking information contained in this press release include statements regarding the impacts of the listing on the TSX Listing; and expectations for other economic, business, and/or competitive factors.

*Although the Company believes that the expectations and assumptions on which such forward-looking information is based are reasonable, undue reliance should not be placed on the forward-looking information because the Company can give no assurance that they will prove to be correct. Actual results and developments may differ materially from those contemplated by these statements. Forward-looking information is subject to a variety of risks and uncertainties that could cause actual events or results to differ materially from those projected in the forward-looking information. Such risks and uncertainties include, but are not limited to, current and future market conditions; risks related to federal, state, provincial, territorial, local and foreign government laws, rules and regulations, including federal and state laws in the United States relating to cannabis operations in the United States; and the risk factors set out in the Company's most recently filed MD&A, filed with the Canadian securities regulators and available under the Company's profile on SEDAR at www.sedar.com and in the section titled "Risk Factors" in the Company's Annual Report on Form 10-K for the year ended December 31, 2022 filed with the Securities and Exchange Commission (the "**SEC**") on March 16, 2023, the Company's Annual Report on Form 10-K/A for the year ended December 31, 2022 filed with the SEC on May 4, 2023 and its subsequently filed quarterly reports on Form 10-Q.*

The statements in this press release are made as of the date of this press release. TerrAscend disclaims any intent or obligation to update any forward-looking information, whether as a result of new information, future events or results or otherwise, other than as required by applicable securities laws.

No stock exchange, securities commission or other regulatory authority has approved or disapproved the information contained herein.

For more information regarding TerrAscend: Keith Stauffer
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Source: TerrAscend

July 6, 2023

TerrAscend Announces Symbol Change on OTC Markets to TSNDF

OTC Markets symbol change aligns with recent TSX listing

TORONTO, July 06, 2023 (GLOBE NEWSWIRE) -- **TerrAscend Corp.** ("**TerrAscend**" or the "**Company**") (TSX: TSND) (OTCQX: TSNDF), a leading North American cannabis company, today announced that its common shares (the "**Common Shares**"), previously trading on the OTC Market under the ticker symbol "TRSSF", are to commence trading on the OTC Market under the ticker symbol "TSNDF" effective today, July 6, 2023.

The Common Shares recently began trading under the ticker symbol "TSND" on the Toronto Stock Exchange (the "TSX"). Moving to a new stock ticker symbol on the OTC Markets aligns with the Company's recent TSX listing. No action is required by shareholders with respect to either ticker symbol change.

About TerrAscend Corp.
TerrAscend is a leading TSX-listed cannabis company with interests across the North American cannabis sector, including vertically integrated operations in Pennsylvania, New Jersey, Maryland, Michigan and California through TerrAscend Growth Corp. and retail operations in Canada. TerrAscend Growth operates The Apothecarium and Gage dispensary retail locations as well as scaled cultivation, processing, and manufacturing facilities in its core markets. TerrAscend Growth's cultivation and manufacturing practices yield consistent, high-quality cannabis, providing industry-leading product selection to both the medical and legal adult-use markets. The Company owns or licenses several synergistic businesses and brands including Gage Cannabis, The Apothecarium, Cookies, Lemonnade, Ilera Healthcare, Kind Tree, Legend, State Flower, Wana, and Valhalla Confections. For more information visit www.terrascend.com.

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Investors should note that there are significant legal restrictions and regulations that govern the cannabis industry in the United States. Cannabis remains a Schedule I drug under the
U.S. Controlled Substances Act, making it illegal under federal law in the United States to, among other things, cultivate, distribute or possess cannabis in the United States. Financial transactions involving proceeds generated by, or intended to promote, cannabis-related business activities in the United States may form the basis for prosecution under applicable US federal money laundering legislation.

While the approach to enforcement of such laws by the federal government in the United States has trended toward non-enforcement against individuals and businesses that comply with medical or adult-use cannabis programs in states where such programs are legal, strict compliance with state laws with respect to cannabis will neither absolve TerrAscend of liability under U.S. federal law, nor will it provide a defense to any federal proceeding which may be brought against TerrAscend. The enforcement of federal laws in the United States is

a significant risk to the business of TerrAscend and any proceedings brought against TerrAscend thereunder may adversely affect TerrAscend's operations and financial performance.

Notice Regarding Forward-Looking Information

This press release contains "forward-looking information" within the meaning of applicable securities laws. Forward-looking information contained in this press release may be identified by the use of words such as, "may", "would", "could", "will", "likely", "expect", "anticipate", "believe", "intend", "plan", "forecast", "project", "estimate", "outlook" and other similar expressions. Forward-looking information is not a guarantee of future performance and is based upon a number of estimates and assumptions of management in light of management's experience and perception of trends, current conditions and expected developments, as well as other factors relevant in the circumstances, including assumptions in respect of current and future market conditions, the current and future regulatory environment, and the availability of licenses, approvals and permits. Examples of forward- looking information contained in this press release include statements regarding the impacts of the listing on the TSX Listing; and expectations for other economic, business, and/or competitive factors.

*Although the Company believes that the expectations and assumptions on which such forward-looking information is based are reasonable, undue reliance should not be placed on the forward-looking information because the Company can give no assurance that they will prove to be correct. Actual results and developments may differ materially from those contemplated by these statements. Forward-looking information is subject to a variety of risks and uncertainties that could cause actual events or results to differ materially from those projected in the forward-looking information. Such risks and uncertainties include, but are not limited to, current and future market conditions; risks related to federal, state, provincial, territorial, local and foreign government laws, rules and regulations, including federal and state laws in the United States relating to cannabis operations in the United States; and the risk factors set out in the Company's most recently filed MD&A, filed with the Canadian securities regulators and available under the Company's profile on SEDAR at www.sedar.com and in the section titled "Risk Factors" in the Company's Annual Report on Form 10-K for the year ended December 31, 2022 filed with the Securities and Exchange Commission (the "**SEC**") on March 16, 2023, the Company's Annual Report on Form 10-K/A for the year ended December 31, 2022 filed with the SEC on May 4, 2023 and its subsequently filed quarterly reports on Form 10-Q.*

The statements in this press release are made as of the date of this press release. TerrAscend disclaims any intent or obligation to update any forward-looking information, whether as a result of new information, future events or results or otherwise, other than as required by applicable securities laws.

No stock exchange, securities commission or other regulatory authority has approved or disapproved the information contained herein.

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