NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS OF WESTLEAF INC.

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS AND OPTIONHOLDERS OF WE GROW BC LTD.

NOTICE OF ANNUAL AND SPECIAL MEETING OF SHAREHOLDERS OF WESTLEAF INC.

AND

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS AND OPTIONHOLDERS OF WE GROW BC LTD.

each to be held on December 18, 2019

JOINT MANAGEMENT INFORMATION CIRCULAR

with respect to a proposed

PLAN OF ARRANGEMENT

involving

WESTLEAF INC., WE GROW BC LTD. AND CERTAIN SECURITYHOLDERS OF WE GROW BC LTD.

NOVEMBER 20, 2019

These materials are important and require your immediate attention. They require you to make important decisions. If you are in doubt as to how to make such decisions please contact your financial, legal or other professional advisors.

If you are either a WGBC Shareholder or WGBC Optionholder and have any questions or require more information with regard to voting your securities, please contact Odyssey Trust Company at 1-587-885-0960 or visit Odyssey's website at www.odysseycontact.com.

If you are a Westleaf Shareholder and have any questions or require more information with regard to voting your securities, please contact Computershare Trust Company of Canada at 1-866-732-VOTE (8683) or visit Computershare's website at www.investorvote.com.

The deadline for the receipt of proxies for the Meetings is no later than 48 hours (excluding Saturdays, Sundays and statutory holidays) prior to the time of the applicable Meeting.

Neither the TSX Venture Exchange Inc. nor any securities regulatory authority has in any way passed upon the merits of the transaction described in this information circular.

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November 20, 2019

Dear Westleaf Shareholders:

Westleaf Inc. ("**Westleaf**") is pleased to invite the holders (the "**Westleaf Shareholders**") of common shares (the "**Westleaf Shares**") of Westleaf to attend an annual general and special meeting (the "**Westleaf Meeting**") of Westleaf Shareholders. The Westleaf Meeting will be held at the offices of Borden Ladner Gervais LLP at 1900, 520 – 3rd Avenue S.W., Calgary, Alberta T2P 0R3 at 10:00 a.m. (Calgary time) on Wednesday, December 18, 2019.

At the Westleaf Meeting, among other items of business, you will be asked to consider and vote upon an ordinary resolution approving a change in management of Westleaf, whereby, upon completion of a plan of arrangement under Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) (the "**Arrangement**") involving Westleaf, We Grow BC Ltd. ("**WGBC**") and the holders (the "**WGBC Shareholders**") of certain of the common shares of WGBC (the "**WGBC Shares**") and the holders ("**WGBC Optionholders**" and together with the WGBC Shareholders, the "**WGBC Securityholders**") of options to purchase WGBC Shares ("**WGBC Options**"), all as more particularly described in the accompanying joint management information circular and proxy statement dated November 20, 2019 (the "**Information Circular**"), it is expected that:

1. the board of directors of Westleaf (the "**Westleaf Board**") will consist of five members, being Cody Church and Delbert Wapass, each of whom will be nominees of Westleaf, and Benjamin Sze, Michael Kelly and Paul Wilson, each of whom will be nominees of WGBC; and

2. Westleaf will be managed by Benjamin Sze as Chief Executive Officer, Scott Hurd as President, Taylor Ethans as Chief Financial Officer, Gary Leong as Chief Compliance Officer and Adam Coates as Executive Vice-President, Commercial,

(collectively, the "**Change in Management**").

Pursuant to the Arrangement, WGBC Shareholders, other than WGBC Shareholders exercising dissent rights and holders of Class "H" Non-Voting Common Participating Shares in the capital of WGBC (which shares are held by a wholly-owned subsidiary of WGBC), will receive for each WGBC Share held that number of Westleaf Shares: (a) in the case of WGBC Shares that are not WGBC Class "C" Voting Common Participating Shares ("**WGBC Class C Shares**"), equal to the product determined by multiplying the number of WGBC Shares held by such WGBC Shareholder by 4.264 (the "**Exchange Ratio**"), and (b) in the case of WGBC Shares that are WGBC Class C Shares, on a one-for-one basis. In addition, WGBC Optionholders shall receive, pursuant to the Arrangement, instruments representing options to purchase Westleaf Shares ("**Westleaf Options**") equal to the product determined by multiplying the number of WGBC Options held by a WGBC Optionholder prior to the effective time of the Arrangement (the "**Effective Time**") by the Exchange Ratio, at an exercise price per share equal to (a) the exercise price per WGBC Share of such WGBC Option immediately prior to the issuance of the Westleaf Options, divided by (b) the Exchange Ratio, rounding the resulting exercise price up to the nearest whole cent. Holders of warrants to purchase WGBC Class C Shares ("**WGBC Warrants**") shall exchange such WGBC Warrants for warrants to purchase Westleaf Shares ("**Westleaf Replacement Warrants**") on a one-for-one basis.

Pursuant to the Arrangement Agreement, all Westleaf Shares received by WGBC Shareholders in exchange for their WGBC Shares, except Westleaf Shares received by holders of WGBC Class C Shares or any Westleaf Shares issued upon exercise of the Westleaf Replacement Warrants, will be subject to a contractual hold period (the "**Hold Period**"), during which time the holder of such Westleaf Shares subject to the Hold Period may not trade, offer, sell, pledge or otherwise transfer such shares until the Hold Period expires, and the Westleaf Shares subject to the Hold Period and the

certificates representing such shares will bear a legend indicating that the resale of such securities is so restricted. The Hold Period will expire as follows: (a) 10% of the Westleaf Shares subject to the Hold Period will be released from the Hold Period at the Effective Time; (b) 30% of the Westleaf Shares subject to the Hold Period will be released from the Hold Period on the date that is six months from the Effective Time; (c) 30% of the Westleaf Shares subject to the Hold Period will be released from the Hold Period on the date that is nine months from the Effective Time; and (d) 30% of the Westleaf Shares subject to the Hold Period will be released from the Hold Period on the date that is 12 months from the Effective Time, provided that the Westleaf Shares subject to the Hold Period may be released from the Hold Period at such earlier times as may be consented to by Westleaf in writing. Westleaf Shares received by holders of WGBC Class C Shares at the Effective Time and Westleaf Shares issued upon exercise of Westleaf Replacement Warrants will not be subject to the Hold Period.

At the Westleaf Meeting, Westleaf Shareholders will also be asked to consider, among other things, fixing the number and the election of directors of Westleaf, the appointment of the auditors of Westleaf, the approval of an amendment to Westleaf's stock option plan and approval of the stock option plan, as amended and the approval of an amendment to Westleaf's restricted share unit award plan, and approval of the restricted share unit award plan, as amended.

The resolution approving the Change in Management, the full text of which is set forth in the accompanying Information Circular, must be approved by not less than a majority of the Westleaf Shareholders present in person or represented by proxy at the Westleaf Meeting. At the Westleaf Meeting, each Westleaf Share will entitle the holder thereof to one vote.

A resolution to approve the Arrangement must be approved by not less than: (a) $66^{2/3}$% of the votes cast on such resolution by WGBC Shareholders, present in person or represented by proxy at a special meeting of WGBC Securityholders (the "**WGBC Meeting**"), voting together as a single class; and (b) $66^{2/3}$% of the votes cast on such resolution by WGBC Optionholders, present in person or represented by proxy at the WGBC Meeting, voting together as a single class. At the WGBC Meeting, each WGBC Share and each WGBC Option will entitle the holder thereof to one vote.

Completion of the Arrangement is subject to approval of the Supreme Court of British Columbia and receipt of all necessary securityholder and regulatory approvals, including approval of the TSX Venture Exchange. If the requisite court, securityholder and regulatory approvals are obtained, the Arrangement is expected to close on or about December 23, 2019, or such other date as Westleaf and WGBC may agree, but not later than February 14, 2020. The Information Circular contains a detailed description of the Arrangement as well as detailed information regarding Westleaf and WGBC. It also includes certain risk factors relating to completion of the Arrangement. Please give this material your careful consideration and, if you require assistance, consult your financial, tax or other professional advisors.

If you are unable to attend the Westleaf Meeting in person we request that you date, sign and return the enclosed form of proxy to Westleaf's transfer agent, Computershare Trust Company of Canada, 100 University Avenue, 8th Floor, North Tower, Toronto, Ontario, M5J 2Y1, Attention: Proxy Department, in the enclosed self-addressed envelope not later than 10:00 a.m. (Calgary time) on December 16, 2019 or not less than 48 hours (excluding Saturdays, Sundays and statutory holidays in the Province of Alberta) prior to the time set for the Westleaf Meeting or any adjournment of the Westleaf Meeting.

If you are a non-registered Westleaf Shareholder and have received these materials from your broker or another intermediary, please complete and return the voting instruction form or other authorization form provided to you by your broker or intermediary in accordance with the instructions provided. Failure to do so may result in your Westleaf Shares not being eligible to be voted at the Westleaf Meeting.

The Westleaf Board has considered the Arrangement and the resulting Change in Management and has unanimously concluded that the acquisition of WGBC by Westleaf through the Arrangement in consideration for Westleaf Shares is in the best interests of Westleaf and based upon the Eight Capital Fairness Opinion, financial advisor to the Westleaf Board, determined that the consideration to be paid by Westleaf for the acquisition of WGBC pursuant to the Arrangement, as described in the arrangement agreement dated November 7, 2019, as amended on November 20, 2019, between Westleaf and WGBC, is fair, from a financial point of view, to Westleaf and unanimously recommends that the Westleaf Shareholders vote to approve the Change in Management. All of the directors and officers and certain Westleaf Shareholders who beneficially own, or exercise control or direction over, approximately 19% of the

outstanding Westleaf Shares, have entered into support agreements pursuant to which they have agreed to vote all of their Westleaf Shares in favour of the Change in Management.

We look forward to seeing you at the Westleaf Meeting.

Yours very truly,

(signed) "Scott Hurd"

Scott Hurd
President and Chief Executive Officer
Westleaf Inc.

WE GROW BC

November 20, 2019

Dear WGBC Securityholders:

We Grow BC Ltd. ("**WGBC**") is pleased to invite the holders (the "**WGBC Shareholders**") of common shares in the capital of WGBC (the "**WGBC Shares**") and the holders ("**WGBC Optionholders**" and together with the WGBC Shareholders, the "**WGBC Securityholders**") of options to purchase WGBC Shares ("**WGBC Options**") to attend a special meeting (the "**WGBC Meeting**") of WGBC Securityholders. The WGBC Meeting will be held at the offices of McCarthy Tétrault LLP at 745 Thurlow Street, Suite 2400, Vancouver, British Columbia V6E 0C5 at 10:00 a.m. (Vancouver time) on Wednesday, December 18, 2019.

At the WGBC Meeting, you will be asked to consider and vote upon a special resolution (the "**WGBC Arrangement Resolution**") approving a plan of arrangement under Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) (the "**Arrangement**") involving WGBC, Westleaf Inc. ("**Westleaf**") and certain WGBC Securityholders to be carried out pursuant to an arrangement agreement dated November 7, 2019, as amended on November 20, 2019, between WGBC and Westleaf, all as more particularly described below and in the accompanying joint management information circular and proxy statement dated November 20, 2019 (the "**Information Circular**").

Pursuant to the Arrangement, WGBC Shareholders, other than WGBC Shareholders exercising dissent rights and holders of Class "H" Non-Voting Common Participating Shares in the capital of WGBC (which shares are held by a wholly-owned subsidiary of WGBC), will receive for each WGBC Share held that number of common shares in the capital of Westleaf ("**Westleaf Shares**"): (a) in the case of WGBC Shares that are not WGBC Class "C" Voting Common Participating Shares ("**WGBC Class C Shares**"), equal to the product determined by multiplying the number of WGBC Shares held by such WGBC Shareholder by 4.264 (the "**Exchange Ratio**"), and (b) in the case of WGBC Shares that are WGBC Class C Shares, on a one-for-one basis. In addition, WGBC Optionholders shall receive, pursuant to the Arrangement, instruments representing options to purchase Westleaf Shares ("**Westleaf Options**") equal to the product determined by multiplying the number of WGBC Options held by a WGBC Optionholder prior to the effective time of the Arrangement (the "**Effective Time**") by the Exchange Ratio, at an exercise price per share equal to (a) the exercise price per WGBC Share of such WGBC Option immediately prior to the issuance of the Westleaf Options, divided by (b) the Exchange Ratio, rounding the resulting exercise price up to the nearest whole cent. Holders of warrants to purchase WGBC Class C Shares ("**WGBC Warrants**") shall exchange such WGBC Warrants for warrants to purchase Westleaf Shares ("**Westleaf Replacement Warrants**") on a one-for-one basis.

Pursuant to the Arrangement Agreement, all Westleaf Shares received by WGBC Shareholders in exchange for their WGBC Shares, except Westleaf Shares received by holders of WGBC Class C Shares or any Westleaf Shares issued upon exercise of the Westleaf Replacement Warrants, will be subject to a contractual hold period (the "**Hold Period**"), during which time the holder of such Westleaf Shares subject to the Hold Period may not trade, offer, sell, pledge or otherwise transfer such shares until the Hold Period expires, and the Westleaf Shares subject to the Hold Period and the certificates representing such shares will bear a legend indicating that the resale of such securities is so restricted. The Hold Period will expire as follows: (a) 10% of the Westleaf Shares subject to the Hold Period will be released from the Hold Period at the Effective Time; (b) 30% of the Westleaf Shares subject to the Hold Period will be released from the Hold Period on the date that is six months from the Effective Time; (c) 30% of the Westleaf Shares subject to the Hold Period will be released from the Hold Period on the date that is nine months from the Effective Time; and (d) 30% of the Westleaf Shares subject to the Hold Period will be released from the Hold Period on the date that is 12 months from the Effective Time, provided that the Westleaf Shares subject to the Hold Period may be released from the Hold Period at such earlier times as may be consented to by Westleaf in writing. Westleaf Shares received by holders of WGBC Class C Shares at the Effective Time and Westleaf Shares issued upon exercise of Westleaf Replacement Warrants will not be subject to the Hold Period.

The WGBC Arrangement Resolution, the full text of which is set forth in the accompanying Information Circular, must be approved by not less than: (a) $66^{2/3}$% of the votes cast on such resolution by WGBC Shareholders, present in person

or represented by proxy at the WGBC Meeting, voting together as a single class; and (b) $66^{2/3}$% of the votes cast on such resolution by WGBC Optionholders, present in person or represented by proxy at the WGBC Meeting, voting together as a single class. At the WGBC Meeting, each WGBC Share and each WGBC Option will entitle the holder thereof to one vote.

In addition, at an annual and special meeting (the "**Westleaf Meeting**") of holders of Westleaf Shares (the "**Westleaf Shareholders**"), Westleaf Shareholders must also consider and vote upon a change in management of Westleaf, whereby, upon completion of the Arrangement, it is expected that:

1. the board of directors of Westleaf (the "**Westleaf Board**") will consist of five members, being Cody Church and Delbert Wapass, each of whom will be nominees of Westleaf and Benjamin Sze, Michael Kelly and Paul Wilson, each of whom will be nominees of WGBC; and

2. Westleaf will be managed by Benjamin Sze as Chief Executive Officer, Scott Hurd as President, Taylor Ethans as Chief Financial Officer, Gary Leong as Chief Compliance Officer, and Adam Coates as Executive Vice-President, Commercial,

(collectively, the "**Change in Management**").

The Change in Management must be approved by not less than a majority of the votes cast by Westleaf Shareholders present in person or represented by proxy at the Westleaf Meeting. At the Westleaf Meeting, each Westleaf Share will entitle the holder to one vote.

Completion of the Arrangement is subject to approval of the Supreme Court of British Columbia and receipt of all necessary securityholder and regulatory approvals, including approval of the TSX Venture Exchange. If the requisite court, securityholder and regulatory approvals are obtained, the Arrangement is expected to close on or about December 23, 2019 or such other date as Westleaf and WGBC may agree, but not later than February 14, 2020. The Information Circular contains a detailed description of the Arrangement as well as detailed information regarding Westleaf and WGBC. It also includes certain risk factors relating to the completion of the Arrangement. Please give this material your careful consideration and, if you require assistance, consult your financial, tax or other professional advisors.

If you are unable to attend the WGBC Meeting in person we request that you date, sign and return the enclosed form of proxy to WGBC, care of Odyssey Trust Company, 350-300 5th Avenue S.W., Calgary, Alberta, T2P 3C4 Attention: Proxy Department, not later than 10:00 a.m. (Calgary time) on December 16, 2019 or not less than 48 hours (excluding Sundays, Saturdays and statutory holidays in the Province of British Columbia) prior to the time set for the WGBC Meeting or to any adjournments of the WGBC Meeting.

If you are a non-registered WGBC Shareholder and have received these materials from your broker or another intermediary, please complete and return the voting instruction form or other authorization form provided to you by your broker or intermediary in accordance with the instructions provided. Failure to do so may result in your WGBC Shares, as applicable, not being eligible to be voted at the WGBC Meeting.

The board of directors of WGBC (the "**WGBC Board**") has considered the Arrangement and has unanimously concluded that the Arrangement is in the best interests of WGBC and based upon the fairness opinion provided by AltaCorp, financial advisor to the WGBC Board, determined that the consideration to be paid by Westleaf to the WGBC Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the WGBC Shareholders and unanimously recommends that the WGBC Securityholders vote to approve the Arrangement. All of the directors and officers and certain WGBC Shareholders, who beneficially own, or exercise control or direction over, approximately 36% of the outstanding WGBC Shares and 74% of the outstanding WGBC Options, have entered into support agreements pursuant to which they have agreed to vote all of their WGBC Shares and/or WGBC Options in favour of the Arrangement.

Please ensure you complete and submit the enclosed letter of transmittal together with the certificate(s) or DRS Advice representing your WGBC Shares (or instruct your broker or nominee to complete and submit the letter of transmittal, and your certificate(s) or DRS Advice on your behalf) in order to receive your Westleaf Shares as soon as possible following the effective date of the Arrangement.

Yours truly,

(signed) "Long Trinh"

Long Trinh
President and Corporate Secretary
We Grow BC Ltd.

WESTLEAF INC.
NOTICE OF ANNUAL AND SPECIAL MEETING OF WESTLEAF SHAREHOLDERS
to be held December 18, 2019

NOTICE IS HEREBY GIVEN THAT an annual general and special meeting (the "**Westleaf Meeting**") of holders (the "**Westleaf Shareholders**") of common shares (the "**Westleaf Shares**") of Westleaf Inc. ("**Westleaf**") will be held at the offices of Borden Ladner Gervais LLP at 1900, 520 – 3rd Avenue S.W., Calgary, Alberta, T2P 0R3 on Wednesday, December 18, 2019 at 10:00 a.m. (Calgary time) for the following purposes:

1. to receive and consider the financial statements of Westleaf for the year ended December 31, 2018 and the report of the independent auditors thereon;

2. to fix the number of directors to be elected at the Westleaf Meeting at seven;

3. to elect directors of Westleaf to hold office until the next annual meeting of Westleaf Shareholders or until their successors are elected or appointed;

4. to appoint KPMG LLP, Chartered Professional Accountants, as auditors of Westleaf for the ensuing year, at a remuneration to be fixed by the board of directors;

5. to consider, and if thought advisable, to pass an ordinary resolution approving an amendment to Westleaf's stock option plan and approving the stock option plan, as amended;

6. to consider, and if thought advisable, to pass an ordinary resolution approving an amendment to Westleaf's restricted share unit award plan and approving the restricted share unit award plan, as amended;

7. to consider and, if thought advisable, to pass, an ordinary resolution approving a change in management of Westleaf, whereby, upon completion of a plan of arrangement under Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) involving Westleaf, We Grow BC Ltd. ("**WGBC**") and certain securityholders of WGBC, all as more particularly described in the accompanying joint management information circular and proxy statement dated November 20, 2019 (the "**Information Circular**"), it is expected that: (a) the board of directors of Westleaf will consist of five members, being Cody Church and Delbert Wapass, each of whom will be nominees of Westleaf, and Benjamin Sze, Michael Kelly and Paul Wilson, each of whom will be nominees of WGBC; and (b) Westleaf will be managed by Benjamin Sze as Chief Executive Officer, Scott Hurd as President, Taylor Ethans as Chief Financial Officer, Gary Leong as Chief Compliance Officer and Adam Coates as Executive Vice-President, Commercial; and

8. to transact such other business as may properly come before the Westleaf Meeting or any adjournment(s) or postponement thereof.

The details of all matters proposed to be put before the Westleaf Shareholders at the Westleaf Meeting are set forth in the accompanying Information Circular.

The record date (the "**Record Date**") for the determination of Westleaf Shareholders entitled to receive notice of, and to vote at, the Westleaf Meeting is November 4, 2019. Only Westleaf Shareholders whose names have been entered in the register of Westleaf Shares on or prior to the close of business on the Record Date will be entitled to receive notice of and to vote at the Westleaf Meeting. Holders of Westleaf Shares who acquire Westleaf Shares after the Record Date will not be entitled to vote such Westleaf Shares at the Westleaf Meeting unless, after the Record Date, a holder of record transfers his or her Westleaf Shares and the transferee, upon producing properly endorsed certificates evidencing such Westleaf Shares or otherwise establishing that he or she owns such Westleaf Shares, requests at least 10 days before the Westleaf Meeting that the transferee's name be included in the list of Westleaf Shareholders entitled to vote, in which case such transferee shall be entitled to vote such Westleaf Shares at the Westleaf Meeting. Each Westleaf Share entitled to be voted at the Westleaf Meeting will entitle the holder to one vote at the Westleaf Meeting.

A Westleaf Shareholder may attend the Westleaf Meeting in person or may be represented by proxy. Westleaf Shareholders who are unable to attend the Westleaf Meeting or any adjournment thereof in person are requested to date and sign the enclosed form of proxy and mail it to or deposit it with Computershare Trust Company of Canada, 100

University Avenue, 8th Floor, North Tower, Toronto, Ontario, M5J 2Y1, Attention: Proxy Department. In order to be valid and acted upon at the Westleaf Meeting, forms of proxy must be received at the aforesaid address not later than 10:00 a.m. (Calgary time) on December 16, 2019 or not less than 48 hours (excluding Saturdays, Sundays and statutory holidays in the Province of Alberta) prior to the time set for the Westleaf Meeting or any adjournment of the Westleaf Meeting.

If you are a non-registered Westleaf Shareholder and have received these materials from your broker or another intermediary, please complete and return the voting instruction form or other authorization form provided to you by your broker or intermediary in accordance with the instructions provided. Failure to do so may result in your Westleaf Shares not being eligible to be voted at the Westleaf Meeting.

The form of proxy confers discretionary authority with respect to: (a) amendments or variations to the matters of business to be considered at the Westleaf Meeting; and (b) other matters that may properly come before the Westleaf Meeting. As of the date hereof, management of Westleaf knows of no amendments, variations or other matters to come before the Westleaf Meeting other than the matters set forth in this Notice of Annual General and Special Meeting. Westleaf Shareholders who are planning on returning the accompanying form of proxy are encouraged to review the Information Circular carefully before submitting the proxy form.

DATED this 20th day of November, 2019.

BY ORDER OF THE BOARD OF DIRECTORS OF WESTLEAF INC.

(signed) "Scott Hurd"

Scott Hurd
President and Chief Executive Officer

WE GROW BC LTD.
NOTICE OF SPECIAL MEETING OF WGBC SHAREHOLDERS AND OPTIONHOLDERS
to be held December 18, 2019

NOTICE IS HEREBY GIVEN THAT pursuant to an order (the "**Interim Order**") of the Supreme Court of British Columbia dated November 13, 2019 a special meeting (the "**WGBC Meeting**") of holders (the "**WGBC Shareholders**") of all of the issued and outstanding common shares (the "**WGBC Shares**") in the capital of We Grow BC Ltd. ("**WGBC**") and the holders ("**WGBC Optionholders**" and together with the WGBC Shareholders, the "**WGBC Securityholders**") of options to purchase WGBC Shares ("**WGBC Options**") will be held at the offices of McCarthy Tétrault LLP at 745 Thurlow Street, Suite 2400, Vancouver, British Columbia V6E 0C5 at 10:00 a.m. (Vancouver time) on Wednesday, December 18, 2019 for the following purposes:

1. to consider, pursuant to the Interim Order, and, if thought advisable, to pass, with or without variation, a special resolution (the "**WGBC Arrangement Resolution**"), the full text of which is set forth in Appendix A to the accompanying joint management information circular and proxy statement of WGBC and Westleaf dated November 20, 2019 (the "**Information Circular**"), to approve a plan of arrangement (the "**Plan of Arrangement**") under Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) (the "**BCBCA**"), all as more particularly described in the accompanying Information Circular (the "**Arrangement**"); and

2. to transact such other business as may properly come before the WGBC Meeting or any adjournment(s) or postponement thereof.

The details of the proposed Arrangement to be put before the WGBC Securityholders at the WGBC Meeting are set forth in the accompanying Information Circular.

The record date (the "**Record Date**") for the determination of WGBC Securityholders entitled to receive notice of, and to vote at, the WGBC Meeting is November 19, 2019. Only WGBC Securityholders whose names have been entered in the register of WGBC Shares or WGBC Options on or prior to the close of business on the Record Date will be entitled to receive notice of and to vote at the WGBC Meeting. WGBC Shareholders who acquire WGBC Shares after the Record Date will not be entitled to vote such WGBC Shares at the WGBC Meeting unless, after the Record Date, a holder of record transfers his or her WGBC Shares and the transferee upon producing properly endorsed certificates evidencing such WGBC Shares or otherwise establishing that he or she owns such WGBC Shares requests at least 10 days before the WGBC Meeting that the transferee's name be included in the list of WGBC Shareholders entitled to vote, in which case such transferee shall be entitled to vote such WGBC Shares at the WGBC Meeting. Each WGBC Share entitled to be voted at the WGBC Meeting will each entitle the holder thereof to one vote at the WGBC Meeting.

Registered holders of WGBC Shares have the right to dissent with respect to the WGBC Arrangement Resolution and to be paid the fair value of their WGBC Shares in accordance with Division 2 of Part 8 of the BCBCA, as modified by the Interim Order and the plan of arrangement attached as Exhibit C to the arrangement agreement attached hereto as Appendix D (the "**Plan of Arrangement**") (such rights to dissent are more particularly described in the accompanying Information Circular). **Failure to strictly comply with the requirements set forth in Division 2 of Part 8 of the BCBCA, as modified by the Interim Order and the Plan of Arrangement, may result in the loss of any right of dissent.** A dissenting holder of WGBC Shares must send to WGBC a written objection to the WGBC Arrangement Resolution, which written objection must be received at the offices of McCarthy Tétrault LLP, 421-7 Avenue S.W., Suite 4000, Calgary, Alberta, T2P 4K9 Attention: Nathan Robb, not later than 10:00 a.m. (Vancouver time) on December 16, 2019 or not less than 48 hours (excluding Sundays, Saturdays and statutory holidays in the Province of British Columbia) prior to the time set for the WGBC Meeting or to any adjournments of the WGBC Meeting. Persons who are a non-registered WGBC Shareholder and have received these materials from their broker or another intermediary who wish to dissent should be aware that only registered holders of WGBC Shares are entitled to dissent. Accordingly, a beneficial owner of WGBC Shares who desires to dissent must make arrangements for the WGBC Shares beneficially owned by such beneficial owner to be registered in the beneficial owner's name prior to the time the written objection to the WGBC Arrangement Resolution is required to be received by WGBC or, alternatively, make arrangements for the registered holder of such WGBC Shares to dissent on the beneficial owner's behalf. WGBC Optionholders will not be entitled to exercise dissent rights in respect of WGBC Options.

A WGBC Securityholder may attend the WGBC Meeting in person or may be represented by proxy. WGBC Securityholders who are unable to attend the WGBC Meeting or any adjournment thereof in person are requested to date and sign the enclosed form of proxy and mail it to or deposit it with WGBC, care of Odyssey Trust Company, 350-300 5th Avenue S.W., Calgary, Alberta, T2P 3C4 Attention: Proxy Department. In order to be valid and acted upon at the WGBC Meeting, forms of proxy must be received at the aforesaid address, facsimile at 1-800-517-4553 or email at proxy@odysseytrust.com not later than 10:00 a.m. (Calgary time) on December 16, 2019 or not less than 48 hours (excluding Sundays, Saturdays and statutory holidays in the Province of British Columbia) prior to the time set for the WGBC Meeting or to any adjournments of the WGBC Meeting.

If you are a non-registered WGBC Shareholder and have received these materials from your broker or another intermediary, please complete and return the voting instruction form or other authorization form provided to you by your broker or intermediary in accordance with the instructions provided. Failure to do so may result in your WGBC Shares not being eligible to be voted at the WGBC Meeting.

The form of proxy confers discretionary authority with respect to: (a) amendments or variations to the matters of business to be considered at the WGBC Meeting; and (b) other matters that may properly come before the WGBC Meeting. As of the date hereof, management of WGBC knows of no amendments, variations or other matters to come before the WGBC Meeting other than the matters set forth in this Notice of Special Meeting. WGBC Securityholders who are planning on returning the accompanying form of proxy are encouraged to review the Information Circular carefully before submitting the proxy form.

DATED this 20th day of November, 2019.

BY ORDER OF THE BOARD OF DIRECTORS OF WE GROW BC LTD.

(signed) "Long Trinh"

Long Trinh
President and Corporate Secretary

NOTICE OF ORIGINATING APPLICATION

See Attached

VANCOUVER
NOV 13 2019
REGISTRY

S1912770

NO. _____
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 288 OF THE
BUSINESS CORPORATIONS ACT S.B.C. 2002, c. 57, AS AMENDED

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING
WE GROW BC LTD. AND CERTAIN OF ITS SECURITYHOLDERS
AND WESTLEAF INC.

WE GROW BC LTD.

PETITIONER

NOTICE OF APPLICATION

Name of applicant: We Grow BC Ltd. ("**WGBC**")

To: This application for interim relief is brought without notice.

TAKE NOTICE that an application will be made by the applicant to the presiding judge or master at the courthouse at 800 Smithe Street, in the City of Vancouver, in the Province of British Columbia, on November 14, 2019 at 9:45 a.m. for the order set out in Part 1 below.

Part 1: ORDER SOUGHT

1. The applicant applies for an *ex parte* interim order in the form attached as **Schedule "A"** to the Petition and this application (the "**Interim Order**"). The order sought relates to the calling and holding of a meeting of the WGBC Securityholders so that they can consider and vote on a proposed arrangement.

Part 2: FACTUAL BASIS

1. The Capitalized Terms used are as defined in the Petition.

A. Parties

2. WGBC is a company incorporated under the *British Columbia Business Corporations Act* (the "**BCBCA**") on November 12, 2013. WGBC's head office is located at 896 Reclamation Road, Creston, BC, V0B 1G7, and its registered office is located at 885 West Georgia Street, Vancouver, BC, V6C 3H4 in Vancouver, British Columbia.

3. WGBC is a British Columbia-based, growth-oriented cannabis company engaged in the business of cultivating, processing and distributing adult-use ultra premium cannabis within Canada where such cultivation, processing and distribution is authorized under applicable law. WGBC is not a reporting issuer in any province of Canada and the WGBC Shares are not listed for trading on any stock exchange.

4. As of November 7, 2019, WGBC has 57,350,003 WGBC Shares issued and outstanding (14,250,000 of which are Class H non-voting common participating shares (the "**Class H Shares**")), 5,003,750 WGBC Options issued and outstanding and no WGBC Warrants issued and outstanding.

5. Westleaf is an Alberta-based cannabis company formed to own, to operate and to develop certain businesses related to the cultivation, extraction, distribution, and sale of cannabis and cannabis-related products in jurisdictions where such cultivation, extraction, distribution, and sale is authorized under applicable law. Westleaf is a reporting issuer in each of the Provinces of Canada other than Quebec, and Westleaf Shares are listed for trading on the TSXV under the symbol "WL". On November 6, 2019, the last trading day on which the Westleaf Shares traded prior to the announcement of the Arrangement, the closing price of the Westleaf Shares on the TSXV was $0.30.

B. The Arrangement

6. An arrangement (the "**Arrangement**") has been proposed between WGBC, certain WGBC Securityholders and holders of WGBC Warrants pursuant to Division 5 of Part 9 of the BCBCA, as more particularly described and set forth in the plan of arrangement (the "**Plan of Arrangement**"). The Plan of Arrangement is attached as Exhibit "C" to the Arrangement Agreement dated November 7, 2019 between Westleaf and WGBC (the "**Arrangement Agreement**"), which itself is attached as Appendix C to the Circular. The Circular is attached as Exhibit "C" to the Affidavit #1 of Long Trinh sworn November 12, 2019 (the "**Trinh Affidavit #1**").

7. Pursuant to the Arrangement, there is to be a private placement financing of WGBC Subscription Receipts (at a price of $0.30 per Subscription Receipt) for gross proceeds of

a minimum of $3,000,000 (the "**Financing**"). Upon satisfaction of certain customary escrow release conditions, the holder of each Subscription Receipt issued under the Financing will be entitled to receive one WGBC Unit, each of which consists of one WGBC Class C Share and one-half WGBC Warrant.

8. The Arrangement is the proposed acquisition of WGBC by Westleaf, pursuant to which, among other things, Westleaf would acquire all of the issued and outstanding WGBC Shares, other than WGBC Class H Shares, (the "**WGBC Arrangement Shares**") for consideration of: (i) in respect of WGBC Arrangement Shares that are not WGBC Class C Shares, 4.264 Westleaf Shares for each 1 WGBC Arrangement Share; and (ii) in respect of WGBC Arrangement Shares that are WGBC Class C Shares, 1 Westleaf Share for each 1 WGBC Class C Share.

9. Pursuant to the Arrangement, each WGBC Option will be exchanged for 4.264 Westleaf Options and each WGBC Warrant will be exchanged for 1 Westleaf Replacement Warrant.

10. The Class H Shares will not be arranged pursuant to the Arrangement, but instead will continue to be held by 1070582 B.C. Ltd., a wholly-owned subsidiary of WGBC, in order to avoid an incestuous shareholding structure, which is not permitted under Alberta law.

C. The Meeting and Arrangement Resolutions

11. If the Interim Order is granted, it is intended that a special meeting of the WGBC Shareholders and WGBC Optionholders will be held at the offices of McCarthy Tétrault LLP at 745 Thurlow Street, Suite 2400, Vancouver, British Columbia, V6E 0C5 at 10:00 a.m. (Vancouver time) on December 11, 2019 (the "**Meeting**").

12. It is the intention of WGBC to have the WGBC Shareholders and the WGBC Optionholders consider and, if thought fit, pass the resolution substantially in the form attached as Appendix A to the Circular (the "**Arrangement Resolution**") at the Meeting.

13. The Arrangement Resolution authorizes the directors of WGBC, without further notice to, or approval of, the WGBC Shareholders and the WGBC Optionholders, to amend the Arrangement Agreement or the Plan of Arrangement as permitted by their terms.

14. In order to proceed, the Arrangement must be approved by at least: (i) 66 ⅔% of the votes cast on such resolution by the WGBC Shareholders Optionholders, present in person or represented by proxy at the Meeting, voting together as a single class; and (ii) 66 ⅔% of the votes cast on such resolution by the WGBC Optionholders, present in person or represented by proxy at the Meeting, voting together as a single class. The WGBC Arrangement Resolution must receive the requisite WGBC Securityholder approval in order for WGBC to seek the Final Order and implement the Arrangement on the Effective Date in accordance with the terms of the Final Order.

15. It is intended that the Circular substantially in the form attached as Exhibit "C" to the Trinh Affidavit #1 will be sent to WGBC Shareholders and WGBC Optionholders. The Circular includes, among others, the following documents attached as Schedules:

(a) the Arrangement Resolution;

(b) the Arrangement Agreement, including the Plan of Arrangement;

(c) the AltaCorp Fairness Opinion;

(d) the Interim Order;

(e) the Notice of Hearing of Petition; and

(f) the Dissent Provisions of the BCBCA.

16. It is proposed that all such documents may contain such amendments thereto as WGBC may advise or are necessary or desirable, provided such amendments are not inconsistent with the terms of the Interim Order

D. Dissent Rights

17. Each WGBC Shareholder will have rights of dissent, provided the procedural requirements have been satisfied as set out in the Interim Order.

18. The Interim Order expressly provides registered holders of WGBC Shares with the right to dissent with respect to the WGBC Arrangement Resolution. Each Dissenting WGBC Shareholder is entitled to be paid the fair value (determined as of immediately before the passing of the WGBC Arrangement Resolution) of all, but not less than all, of the holder's WGBC Shares, provided that the holder duly dissents to the WGBC Arrangement Resolution and the Arrangement becomes effective.

19. To exercise Dissent Rights, a WGBC Shareholder must dissent with respect to all WGBC Shares of which it is the registered and beneficial owner. A registered holder of WGBC Shares who wishes to dissent must deliver a written Dissent Notice to WGBC as set forth below and such Dissent Notice must strictly comply with the requirements of Division 2 of Part 8 of the BCBCA as modified by the Interim Order and the Plan of Arrangement, provided that notwithstanding section 242(1)(a) of the BCBCA, the written objection to the Arrangement Resolution must be received from Dissenting WGBC Shareholders by WGBC at 421-7 Avenue S.W., Calgary, Alberta, T2P 4K9, Attention: Nathan Robb, on or before 10:00 a.m. (Vancouver time) on December 9, 2019, or not less than 48 hours (excluding Saturdays, Sundays and statutory holidays in the Province of British Columbia) prior to the time set for the Meeting or to any adjournments of the Meeting.

20. Any failure by a WGBC Shareholder to comply fully with the provisions of the BCBCA, as modified by the Plan of Arrangement and the Interim Order, may result in the loss of that holder's Dissent Rights.

21. It is a condition to the completion of the Arrangement that holders of not more than 5% of the issued and outstanding WGBC Shares shall have exercised Dissent Rights in relation to the Arrangement that have not been withdrawn as at the Effective Date.

22. Subject to further order of this Court, the rights available to WGBC Shareholders under the BCBCA and the Arrangement to dissent from the Arrangement will constitute full and sufficient Dissent Rights for the WGBC Shareholders with respect to the Arrangement.

E. Court Approval of the Arrangement

23. It is a further term of the Arrangement Agreement that upon obtaining and receiving the approval of the WGBC Arrangement Resolution from the WGBC Shareholders and WGBC Optionholders as set out in the Interim Order, the Petitioner will as soon as reasonably practicable apply for and diligently seek the Final Order. It is intended that this application for the Final Order will be made on December 13, 2019, or on any other date that may be specified by the Court.

Part 3: LEGAL BASIS

1. Sections 288-291 of the BCBCA;

2. Rules 4-4, 4-5, 8-1 and 16-1 of the Supreme Court Civil Rules;

3. *Re Pacifica Papers Inc.*, 2001 BCSC 701; *Mason Capital Management Corp. LLC. v. TELUS Corporation*, 2012 BCSC 1582, affirmed 2012 BCSC 1919; *United Flower Growers Co-Operative Association* 2015 BCSC 1169; and

4. The equitable and inherent jurisdiction of this Honourable Court.

Part 4: MATERIAL TO BE RELIED ON

1. Affidavit #1 of Long Trinh made November 12, 2019; and

2. Such further material as counsel may advise and this Honourable Court may allow.

The applicants estimate that the application will take 15 minutes.

☒ This matter is within the jurisdiction of a master.

☐ This matter is not within the jurisdiction of a master.

TO THE PERSONS RECEIVING THIS NOTICE OF APPLICATION: If you wish to respond to the application, you must, within 5 business days after service of this notice of application or, if this application is brought under Rule 9-7, within 8 business days after service of this notice of application,

(a) file an application response in Form 33,

(b) file the original of every affidavit, and of every other document, that

(i) you intend to refer to at the hearing of this application, and

(ii) as not already been filed in the proceeding, and

(c) serve on the applicant 2 copies of the following, and on every other party of record one copy of the following:

(i) a copy of the filed application response;

(ii) a copy of each of the filed affidavits and other documents that you intend to refer to at the hearing of this application and that has not already been served on that person;

(iii) if this application is brought under Rule 9-7, any notice that you are required to give under Rule 9-7(9)

DATED: November 12, 2019

For: MIRANDA LAM
Counsel for the Petitioner

THIS NOTICE OF APLICATION is prepared and delivered by Miranda Lam of the firm McCarthy Tétrault LLP, Barristers & Solicitors, whose place of business and address for service is Suite 2400, 745 Thurlow Street, Vancouver, British Columbia, V6E 0C5. Telephone: 604-643-7100. Facsimile: 604-622-5761. **Attention: Miranda Lam.**

Appendix

[The following information is provided for data collection purposes only and is of no legal effect.]

THIS APPLICATION INVOLVES THE FOLLOWING:

- ☐ discovery: comply with demand for documents
- ☐ discovery: production of additional documents
- ☐ other matters concerning document discovery
- ☐ extend oral discovery
- ☐ other matter concerning oral discovery
- ☐ amend pleadings
- ☐ add/change parties
- ☐ summary judgment
- ☐ summary trial
- ☐ service
- ☐ mediation
- ☐ adjournments
- ☐ proceedings at trial
- ☐ case plan orders: amend
- ☐ case plan orders: other
- ☐ experts
- ☒ other

Schedule "A"

NO. _____
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 288 OF THE
BUSINESS CORPORATIONS ACT S.B.C. 2002, c. 57, AS AMENDED

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING
WE GROW BC LTD. AND CERTAIN OF ITS SECURITYHOLDERS
AND WESTLEAF INC.

BETWEEN

WE GROW BC LTD.

PETITIONER

ORDER MADE AFTER APPLICATION

BEFORE) The 14th day of November, 2019
)
)

ON THE APPLICATION of the Petitioner, We Grow BC Ltd. ("**WGBC**" or the "**Petitioner**"), dated November 12, 2019, without notice, coming on for hearing at 800 Smithe Street, Vancouver, British Columbia on November 14, 2019, and on hearing Jack Ruttle, counsel for the Petitioner.

THIS COURT ORDERS that:

Definitions

1. All definitions used in this Interim Order, unless otherwise defined, shall have the meaning ascribed thereto in the Petition.

The Meeting

2. The Petitioner be permitted to convene, hold and conduct a special meeting (the "**Meeting**") of WGBC Shareholders and WGBC Optionholders on or about December 11, 2019, to *inter alia*, consider and, if deemed advisable, pass with or without amendment, a special resolution (the "**Arrangement Resolution**"), authorizing, approving and agreeing to adopt a plan of arrangement (the "**Arrangement**") among WGBC, certain WGBC Securityholders, holders of WGBC Warrants and Westleaf Inc. ("**Westleaf**") as described in the Plan of Arrangement attached at Appendix C to the draft joint management information circular (the "**Circular**"), which itself is attached as Exhibit "C" to the Affidavit #1 of Long Trinh sworn on November 12, 2019 (the "**Trinh**

Affidavit #1"), and to transact such other business as may properly come before the Meeting.

3. The Meeting shall be called, held and conducted in accordance with the provisions of the *Business Corporations Act* (British Columbia), S.B.C. 2002, c. 57 (the "**BCBCA**"), applicable securities legislation, the certificate, notice of articles and articles of WGBC (these three collectively, the "**WGBC Governing Documents**"), and the Circular, all subject to the terms of this Order, and any further order of this Court, and the rulings and directions of the Chair of the Meeting, such rulings and directions not to be inconsistent with this Interim Order.

4. The record date (the "**Record Date**") for determination of the WGBC Shareholders and WGBC Optionholders entitled to notice of, and to vote at, the Meeting shall be the close of business on November 12, 2019. The Record Date will not change in respect of any adjournment of postponement of the Meeting.

Notice of Meeting

5. The following information (the "**Meeting Materials**"):

   (a) the Circular;

   (b) the Form of Proxy; and

   (c) the Letter of Transmittal;

   in substantially the same form referred to in the Trinh Affidavit #1, with such amendments and inclusions thereto as counsel for the Petitioner may advise are necessary or desirable, provided that such amendments and inclusions are not inconsistent with the terms of this Interim Order, shall be sent to the following:

   (i) the registered holders of WGBC Shares (those whose names appear in the central securities register of WGBC) at the close of business on the Record Date, at least ten (10) days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting, by one or more of the following methods:

      A. by pre-paid ordinary or first class mail at the addresses of the WGBC Shareholders as they appear on the central securities register of WGBC at the close of business on the Record Date;

      B. by delivery, in person or by recognized courier service, to the address specified in (A) above; or

      C. by facsimile or electronic transmission to any WGBC Shareholder, who is identified to the satisfaction of the Petitioner;

(ii) non-registered holders of WGBC Shares (those whose names do not appear in the securities register of WGBC), if any, by providing sufficient copies of the Meeting Materials, as applicable, to intermediaries and registered nominees in a timely manner, in accordance with National Instrument 54-101 - *Communication with Beneficial Owners of Securities of a Reporting Issuer*; and

(iii) the respective directors and auditors of WGBC by delivery in person, by recognized courier service, by pre-paid ordinary or first class mail or, with the consent of the Person, by facsimile or electronic transmission, at least ten (10) days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting,

and substantial compliance with this paragraph shall constitute good and sufficient notice of the Meeting.

6. Concurrently with the sending of the Meeting Materials described in paragraph 5 of this Interim Order, the Petitioner shall send a copy of the Circular and any other communications or documents determined by the Petitioner to be necessary or desirable to the holders of WGBC Optionholders by any method permitted for notice to WGBC Shareholders as set forth in paragraphs 5(i) or 5(ii), above, to the addresses as they appear on the books and records of WGBC at the close of business on the Record Date.

7. In the event of an interruption in or cessation of postal services due to strike or otherwise, the Petitioner shall be authorized, in addition to or as an alternative to the methods of delivery specified in paragraphs 5 or 6 above to communicate notice of the Meeting to the WGBC Shareholders by publishing notice of the Meeting in one of the following newspapers:

(i) The Globe and Mail (National edition); or

(ii) The National Post.

8. Good and sufficient notice of the Meeting for all purposes will be given by the Petitioner by the sending of the Meeting Materials in accordance with paragraphs 5, 6 and/or 7 of this Order. The Circular is hereby deemed to represent sufficient and adequate disclosure, including for the purpose of section 290(1)(a) of the BCBCA, and the Petitioner shall not be required to send to the WGBC Securityholders any other or additional statement pursuant to section 290(1)(a) of the BCBCA.

9. The sending of the Meeting Materials, which includes the Notice of Hearing of Petition and the Interim Order (collectively the "**Court Materials**"), in accordance with paragraphs 5, 6 and/or 7 of this Interim Order shall constitute good and sufficient service of the Court Materials and the within proceedings and such service shall be effective on the business day after the said Court Materials are mailed, whether those Persons reside within the jurisdiction of British Columbia or within another jurisdiction, and no other form of service need be made and no other material, including the Petition and supporting Affidavits, need be served on such Persons in respect of these proceedings except upon

written request to the solicitors for the Petitioner at their address for delivery set out in the Petition.

10. Accidental failure or omission by the Petitioner to give notice of the Meeting or to distribute the Meeting Materials or the Court Materials to any Person entitled by this Interim Order to receive notice, or any failure or omission to give such notice as a result of events beyond the reasonable control of the Petitioner, or the non-receipt of such notice shall, subject to further order of this Honourable Court, not constitute a breach of this Interim Order nor shall it invalidate any resolution passed or proceedings taken at the Meeting. If any such failure or omission is brought to the attention of the Petitioner, it shall use its best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

11. WGBC is authorized to make any amendments, revisions or supplements to the Meeting Materials as WGBC may determine in accordance with the terms of the Arrangement Agreement, and notice of any amendments, revisions or supplements to any of the information provided in the Meeting Materials may be communicated to the WGBC Securityholders by press release, news release, newspaper advertisement or other means, as determined to be the most appropriate method of communication by the Board of Directors of WGBC.

Amendments to the Arrangement and Plan of Arrangement

12. Subject to the terms and conditions of the Plan of Arrangement, after the date of this Interim Order and prior to the time of the Meeting, the Petitioner is authorized to make such amendments, revisions or supplements to the Plan of Arrangement as it may determine, without any additional notice to the WGBC Securityholders, and the Plan of Arrangement as so amended, revised and supplemented shall be the Plan of Arrangement submitted to the Meeting, and the subject of the Arrangement Resolution.

13. If any amendments, revisions or supplements to the Arrangement or Plan of Arrangement as referred to in paragraph 12 above, would, if disclosed, reasonably be expected to affect a WGBC Securityholder's decision to vote for or against the Arrangement Resolution, notice of such amendment, revision or supplement shall be distributed, subject to further order of this Court, by news release, newspaper advertisement, or by notice sent to WGBC Securityholders by one of the methods specified in paragraph 5 of this Interim Order.

Chair of the Meeting

14. The Chair of the Meeting shall be an officer or director of the Petitioner or such other Person as may be appointed by the WGBC Securityholders for that purpose.

15. The Chair of the Meeting is at liberty to call on the assistance of legal counsel at any time and from time to time, as the Chair of the Meeting may deem necessary or appropriate, during the Meeting, and such legal counsel is entitled to attend the Meeting for this purpose.

16. The Chair of the Meeting shall be permitted to ask questions of, and demand the production of evidence, from WGBC Securityholders or such other Persons in attendance or represented at the Meeting, as he or she considers appropriate having regard to the orderly conduct of the Meeting, the authority of any Person to vote at the Meeting, and the validity and propriety of the votes cast and the proxies submitted in respect of the Arrangement Resolution.

17. The Chair of the Meeting may, in the Chair's sole discretion, waive the deadline specified in the Form of Proxy for the deposit of proxies.

18. The Chair or another representative of the Petitioner present at the Meeting, shall, in due course, file with the Court an affidavit verifying the actions taken and the decisions reached at the Meeting with respect to the Arrangement.

Adjournments and Postponements

19. The Petitioner, if it deems advisable, is specifically authorized to adjourn or postpone the Meeting for any reason on one or more occasions, subject to the terms of the Arrangement Agreement, without the necessity of first convening the Meeting, or first obtaining any vote of the WGBC Shareholders respecting the adjournment or postponement. Notice of any such adjournments or postponements shall be given by such method and in the time that is reasonable in the circumstances, as the Petitioner may determine appropriate. This provision shall not limit the authority of the Chair of the Meeting in respect of adjournments and postponements.

Quorum

20. The quorum required at the Meeting in respect of WGBC Shareholders shall be two Persons, present in person or by proxy, who, in the aggregate, hold at least 5% of the issued shares entitled to be voted at such Meeting.

21. If within 30 minutes from the time set for the holding of the Meeting a quorum in respect of the WGBC Shareholders is not present, the Meeting shall stand adjourned to the same day in the next week (if a Business Day) at the same time and place and, if such day is a not a Business Day, the Meeting shall stand adjourned to such day being not less than seven (7) days later and to such time and place as may be appointed by the Chair, and if at such adjourned meeting a quorum is not present, the WGBC Shareholders present in Person or by proxy, shall form a quorum.

Scrutineers

22. A representative of Odyssey Trust Company, or such other Person as may be appointed by the chair of the Meeting, is authorized to act as the scrutineer of the Meeting.

Voting

23. The vote required to pass the Arrangement Resolution shall be not less than: (i) 66 ⅔% of the votes cast on such resolution by WGBC Shareholders, present in Person or

represented by proxy at the Meeting, voting together as a single class; and (ii) 66 ⅔% of the votes cast on such resolution by WGBC Optionholders, present in Person or represented by proxy at the Meeting, voting together as a single class.

24. The only Persons entitled to vote in Person or by proxy on the Arrangement Resolution, or such other business as may be properly brought before the Meeting, shall be the registered holders of WGBC Shares and the registered holders of the WGBC Options as of the close of business on the Record Date. Illegible votes, spoiled votes, defective votes and abstentions shall be deemed to be votes not cast. Proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the Arrangement Resolution.

Solicitation and Revocation of Proxies

25. The Petitioner is authorized to use the form of proxy (the "**Form of Proxy**") substantially in the form of the draft attached to Trinh Affidavit #1, with such amendments, revisions or supplemental information as the Petitioner may determine are necessary or desirable. WGBC is authorized at its expense to solicit proxies, directly or through its officers, directors or employees, and through such agents or representatives, including proxy advisory firms, as they may retain for the purpose, by mail or such other forms of personal or electronic communication as it may determine. WGBC may waive generally, in its discretion, the time limits set for the deposit or revocation of proxies, if WGBC considers it advisable to do so.

26. The procedure for the use of proxies at the Meeting shall be as set out in the Meeting Materials.

Dissent Rights

27. The exercise of Dissent Rights must otherwise comply with the requirements of Division 2 of Part 8 of the BCCBA, as modified by this Interim Order and the Plan of Arrangement.

28. A registered holder of WGBC Shares may exercise rights of dissent under Division 2 of Part 8 of the BCBCA, as modified by the Plan of Arrangement and the Interim Order, provided that, notwithstanding section 242(1)(a) of the BCBCA, the written objection to the Arrangement Resolution must be received from Dissenting WGBC Shareholders by WGBC not later than 10:00 a.m. (Vancouver time) on December 9, 2019, or not less than 48 hours (excluding Saturdays, Sundays and statutory holidays in the Province of British Columbia) prior to the time set for the Meeting or to any adjournment of the Meeting. WGBC's address for such purpose is: 421-7 Avenue S.W., Calgary, Alberta, T2P 4K9, Attention: Nathan Robb.

29. Delivery of a Dissent Notice does not deprive such dissenting WGBC Shareholder of its right to vote at the Meeting; however, a vote in favour of the Arrangement Resolution will result in a loss of the Dissent Rights. A vote against the WGBC Arrangement Resolution or an abstention shall not constitute the written notice of dissent required under paragraph 28.

30. To exercise Dissent Rights, a WGBC Shareholder must dissent with respect to all WGBC Shares of which it is the registered and beneficial owner. A registered holder of WGBC Shares who wishes to dissent must deliver written notice of dissent to WGBC as set forth above and such Dissent Notice must strictly comply with the requirements of Division 2 of Part 8 of the BCBCA, as modified by this Interim and the Plan of Arrangement. Any failure by a WGBC Shareholder to comply fully with the provisions of the BCBCA, as modified by the Plan of Arrangement and this Interim Order, may result in the loss of that holder's Dissent Rights. Beneficial Shareholders of WGBC Shares who wish to exercise Dissent Rights must cause the registered holder of WGBC Shares to deliver the Dissent Notice.

31. To exercise Dissent Rights, a registered holder of WGBC Shares must prepare a separate Dissent Notice for him, her or itself, if dissenting on his, her or its own behalf, and for each other holder of WGBC Shares who beneficially owns, controls or directs WGBC Shares registered in the WGBC Shareholder's name and on whose behalf the registered holder of WGBC Shares is dissenting; and must dissent with respect to all of the WGBC Shares registered in his, her or its name or if dissenting on behalf of a Beneficial Shareholder of WGBC Shares, with respect to all of the WGBC Shares registered in his, her or its name and beneficially owned by the holder on whose behalf the registered holder of WGBC Shares is dissenting. The Dissent Notice must set out the number of WGBC Shares in respect of which the Dissent Rights are being exercised (the "**Notice Shares**") and: (a) if such WGBC Shares constitute all of the WGBC Shares of which the WGBC Shareholder is the registered and beneficial owner and the WGBC Shareholder owns no other WGBC Shares beneficially, a statement to that effect; (b) if such WGBC Shares constitute all of the WGBC Shares of which the WGBC Shareholder is both the registered and beneficial owner, but the WGBC Shareholder owns additional WGBC Shares beneficially, a statement to that effect and the names of the registered holders of WGBC Shares, the number of WGBC Shares held by each such registered holder of WGBC Shares and a statement that written notices of dissent are being or have been sent with respect to such other WGBC Shares; or (c) if the Dissent Rights are being exercised by a registered holder of WGBC Shares who is not the beneficial owner of such WGBC Shares, a statement to that effect and the name of the Beneficial Shareholder and a statement that the registered holder of WGBC Shares is dissenting with respect to all WGBC Shares of the Beneficial Shareholder registered in such registered holder's name.

32. If the Arrangement Resolution is approved, and the Petitioner notifies a registered holder of Notice Shares of WGBC's intention to act upon the Arrangement Resolution pursuant to section 243 of the BCBCA, in order to exercise Dissent Rights, such WGBC Shareholder must, within one month after the Petitioner gives such notice, send to WGBC a written notice that such holder requires the purchase of all of the Notice Shares in respect of which such holder has given Dissent Notice. Such written notice must be accompanied by the certificate(s) or instrument(s) representing those Notice Shares (including a written statement prepared in accordance with section 244(1)(c) of the BCBCA if the dissent is being exercised by the WGBC Shareholder on behalf of a Beneficial Shareholder), whereupon, subject to the provisions of the BCBCA relating to the termination of Dissent Rights, the WGBC Shareholder becomes a Dissenting WGBC Shareholder, and is entitled to be paid the fair value of those WGBC Shares. Such

Dissenting WGBC Shareholder may not vote, or exercise or assert any rights of a WGBC Shareholder in respect of such Notice Shares, other than the rights set forth in Division 2 of Part 8 of the BCBCA, as modified by the Plan of Arrangement and this Interim Order.

33. Dissenting WGBC Shareholders who:

(a) ultimately are entitled to be paid fair value for such WGBC Shares: (a) shall be deemed not to have participated in the transactions in Article 2 (other than Section 2.3(1)) of the Plan of Arrangement; (b) will be entitled to be paid the fair value of such WGBC Shares by Westleaf, which fair value, notwithstanding anything to the contrary contained in Division 2 of Part 8 of the BCBCA, shall be determined as of the close of business on the day before the Arrangement Resolution was adopted; and (c) will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such WGBC Shares; or

(b) ultimately are not entitled, for any reason, to be paid fair value for such WGBC Shares shall be deemed to have participated in the Arrangement as of the Effective Time on the same basis as a non-dissenting holder of WGBC Shares as described in Section 3.1(a) of the Plan or Arrangement and shall be entitled to receive only the consideration contemplated in Section 4.1(a) of the Plan of Arrangement that such WGBC Shareholder would have received pursuant to the Arrangement if such WGBC Shareholder had not exercised Dissent Rights.

34. If the Arrangement is approved, any Dissenting WGBC Shareholder, or WGBC, may apply to the Court to fix the fair value of the Dissenting WGBC Shareholder's WGBC Shares, and the Court may determine the payout value of the WGBC Shares, giving judgment in that amount against Westleaf, in favour of the Dissenting WGBC Shareholder and fixing the time by which Westleaf must pay that amount to the Dissenting WGBC Shareholder. If such an application is made by a Dissenting WGBC Shareholder, WGBC (or Westleaf in lieu of WGBC pursuant to sections 244 and 245 of the BCBCA) (the "**Payee**") shall, unless the Court orders otherwise, send to each Dissenting WGBC Shareholder a written offer (the "**Offer to Purchase**") to pay the Dissenting WGBC Shareholder an amount considered by the board of directors of the Payee to be the fair value of the subject WGBC Shares, together with a statement showing how the fair value of such WGBC Shares was determined. Every Offer to Purchase shall be on the same terms. At any time before the Court pronounces an order fixing the fair value of a Dissenting WGBC Shareholder's WGBC Shares, such Dissenting WGBC Shareholder may enter an agreement with the Payee for the purchase of such WGBC Shares in the amount of the Offer to Purchase or otherwise. The Offer to Purchase shall be sent to each Dissenting WGBC Shareholder within ten days of Westleaf being served with a copy of the originating notice. Any order of the Court may also contain direction in relation to the payment to the Dissenting WGBC Shareholder of all or part of the sum offered by the Payee for such WGBC Shares, the deposit of the certificates representing such WGBC Shares and other matters. If a Dissenting WGBC Shareholder strictly complied with the foregoing Dissent Rights requirement, but the Arrangement is not completed, the Payee will return to the Dissenting WGBC

Shareholder the certificates delivered to the Payee by the Dissenting WGBC Shareholder, if any.

35. On (a) the Effective Time, (b) the making of an agreement between the Payee and the Dissenting WGBC Shareholder as to the payment to be made for the Dissenting WGBC Shareholder's WGBC Shares, or (c) the pronouncement of an order by the Court, whichever occurs first, the Dissenting WGBC Shareholder ceases to have any rights as a WGBC Shareholder other than the right to be paid the fair value of his or her WGBC Shares in an amount agreed to by the Payee and such Dissenting WGBC Shareholder or in the amount set forth in an order of the Court, as the case may be, which fair value shall be determined as of the close of business on the last business day before the day on which the WGBC Arrangement Resolution was approved. Until any one of such events occurs, the Dissenting WGBC Shareholder may withdraw his or her dissent or the Payee may rescind the WGBC Arrangement Resolution and in either event, the dissent proceedings shall be discontinued. If a Dissenting WGBC Shareholder fails to strictly comply with the Dissent Rights requirements, they will lose their Dissent Rights, WGBC will return to the Dissenting WGBC Shareholder the certificates representing their WGBC Shares that were delivered to the Payee, if any, and if the Arrangement is completed, that Dissenting WGBC Shareholder will be deemed to have participated in the Arrangement on the same terms as any WGBC Shareholder.

36. If the Payee is not permitted to make a payment to a Dissenting WGBC Shareholder due to there being reasonable grounds for believing the Payee would after the payment be unable to pay its liabilities as they become due, or the realizable value of the Payee's assets would thereby by less than the aggregate of its liabilities, then the Payee shall, within ten days of after the pronouncement of an order, or the making of an agreement between the Payee and the Dissenting WGBC Shareholder as to the payment to be made for his or her WGBC Shares, notify each Dissenting WGBC Shareholder that it is unable to lawfully pay Dissenting WGBC Shareholders for their WGBC Shares.

37. Notwithstanding that a judgement has been given in favour of a Dissenting WGBC Shareholder by the Court, if the Payee is not permitted to make a payment to a Dissenting WGBC Shareholder for the reasons stated above, the Dissenting WGBC Shareholder by written notice delivered to the Payee within thirty days after receiving the notice, as set forth in the previous paragraph, may withdraw his or her Dissent Notice, in which case the Payee is deemed to consent to the withdrawal and the Dissenting WGBC Shareholder is reinstated to his or her full rights as a WGBC Shareholder, failing which he or she retains his or her status as a claimant against the Payee to be paid as soon as it is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the Payee but in priority to shareholders.

38. There is no obligation on WGBC to make application to the Court. The Dissenting WGBC Shareholder will be entitled to receive the fair value that the WGBC Shares had immediately before the close of business on the day before the passing of the Arrangement Resolution, excluding any appreciation or depreciation in anticipation of the vote (unless such exclusion would be inequitable).

39. After a determination of the fair value of the WGBC Shares in respect of which a WGBC Shareholder is dissenting, WGBC (or Westleaf in lieu of WGBC) must then promptly pay that amount to the Dissenting WGBC Shareholder. In no case will Westleaf, the Depositary or any other Person be required to recognize Dissenting WGBC Shareholders as Westleaf Shareholders after the Effective Time, and the names of such Dissenting WGBC Shareholders will be deleted from the central securities register as WGBC Shareholders at the Effective Time.

40. In no circumstances will Westleaf, WGBC or any other Person be required to recognize a Person as a Dissenting WGBC Shareholder: (a) unless such Person is the holder of the WGBC Shares in respect of which Dissent Rights are purported to be exercised immediately prior to the Effective Time; (b) if such Person has voted or instructed a proxy holder to vote such Notice Shares for the WGBC Arrangement Resolution; or (c) unless such Person has strictly complied with the procedures for exercising Dissent Rights set out in Division 2 of Part 8 of the BCBCA, as modified by the Plan of Arrangement and the Interim Order and does not withdraw such Dissent Notice prior to the Effective Time.

41. In no circumstances will Westleaf, WGBC or any other Person be required to recognize a Dissenting WGBC Shareholder as the holder of any Westleaf Share in respect of which Dissent Rights have been validly exercised at and after the completion of the steps contemplated in the Plan of Arrangement. WGBC Optionholders will not be entitled to exercise Dissent Rights in respect of WGBC Options.

42. In addition to any other restrictions under Division 2 of Part 8 of the BCBCA, as modified by Article 4 of the Plan of Arrangement and this Interim Order, none of the following shall be entitled to exercise Dissent Rights: WGBC Optionholders and WGBC Shareholders who vote or have instructed a proxyholder to vote WGBC Shares in favour of the Arrangement Resolution.

43. Dissent Rights with respect to Notice Shares will terminate and cease to apply to the Dissenting WGBC Shareholder if, before full payment is made for the Notice Shares, the Arrangement in respect of which the Dissent Notice was sent is abandoned or by its terms will not proceed, a court permanently enjoins or sets aside the corporate action approved by the WGBC Arrangement Resolution, or the Dissenting WGBC Shareholder withdraws the Dissent Notice with WGBC's written consent. If any of these events occur, WGBC must return the share certificates representing the WGBC Shares to the Dissenting WGBC Shareholder and the Dissenting WGBC Shareholder regains the ability to vote and exercise its rights as a WGBC Shareholder.

44. Subject to further order of this Court, the rights available to the WGBC Shareholders under the BCBCA and the Arrangement to dissent from the Arrangement shall constitute full and sufficient rights of dissent for the WGBC Shareholders with respect to the Arrangement.

Application for Final Order

45. Upon obtaining, in the manner set forth in this Interim Order, the approval of the Arrangement required by this Interim Order, the Petitioner may apply to this Court for a final order approving the Arrangement contemplated by the Plan of Arrangement (the "**Final Order**"), which includes a finding of fairness of the terms and conditions of the Arrangement, and the hearing shall be set down for hearing before the presiding Judge in Chambers at the Courthouse at 800 Smithe Street, Vancouver, British Columbia, on **December 13, 2019 at 9:45 a.m.**, or as soon thereafter as the hearing of the Final Order can be heard, or at such other date and time as this Court may direct.

46. The form of Notice of Hearing of Petition for Final Order attached at page ix of Exhibit "C" of the Trinh Affidavit #1 is hereby authorized for use for all purposes as the Notice of Hearing required by Rule 16-1(8).

47. Sending the Notice of Hearing of Petition for Final Order and this Interim Order in accordance with paragraph 5 of this Interim Order shall constitute good and sufficient service of this proceeding and no other form of service need be made and no other material need be served on Persons in respect of these proceedings. In particular, service of the Petition herein and the Trinh Affidavit #1 and additional Affidavits as may be filed, is dispensed with. Upon the written request by, or on behalf of, any WGBC Securityholder, WGBC shall deliver the Petition and other materials filed herein.

48. Any WGBC Securityholder may appear and make submissions at the application for the Final Order provided that such Person shall file a Response to Petition, in the form prescribed by the Rules of Court of the Supreme Court of British Columbia, with this Court and deliver a copy of the filed Response to Petition, together with a copy of all material on which such Person intends to rely at the application for the Final Order to the solicitors for the Petitioner at their address for delivery as set out in the Petition, on or **before 4:00 p.m. (Vancouver time) on December 11, 2019**, or as the Court may otherwise direct.

49. If the application for the Final Order is adjourned, only those Persons who have filed and delivered a Response to Petition in accordance with this Interim Order need to be served and provided with notice of the adjourned hearing date and any filed materials.

Precedence

50. To the extent of any inconsistency or discrepancy between this Interim Order, the WGBC Governing Documents, the Circular, the BCBCA or applicable securities laws, this Interim Order shall govern.

Variance and Direction

51. WGBC, the WGBC Securityholders, the directors and auditors of WGBC shall, and hereby do, have liberty to seek leave to vary this Interim Order or apply for such further order or orders or to seek such directions as may be appropriate.

52. Rules 8-1 and 16-1(8) – (12) of the Rules of Court of the Supreme Court of British Columbia will not apply to any further applications in respect of this proceeding, including the application for the Final Order and any application to vary this Interim Order.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

_____

MIRANDA LAM
Counsel for the Petitioner

By the Court

_____

Registrar

NO. _____
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 288 OF THE *BUSINESS CORPORATIONS ACT* S.B.C. 2002, c. 57, AS AMENDED

IN THE MATTER OF A PROPOSED ARRANGEMENT AMONG WE GROW BC LTD. AND ITS SECURITYHOLDERS AND WESTLEAF INC.

WE GROW BC LTD.

PETITIONER

ORDER MADE AFTER APPLICATION

McCarthy Tetrault LLP
Barristers & Solicitors
Suite 2400, 745 Thurlow Street
Vancouver, BC V6E 0C5

Attention: Miranda Lam

Telephone: 604-643-7100

19812442

Schedule "B"

NO. _____
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 288 OF THE
BUSINESS CORPORATIONS ACT S.B.C. 2002, c. 57, AS AMENDED

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING
WE GROW BC LTD. AND CERTAIN OF ITS SECURITYHOLDERS
AND WESTLEAF INC.

WE GROW BC LTD.

PETITIONER

NOTICE OF HEARING OF PETITION FOR FINAL ORDER

TO: The Securityholders of We Grow BC Ltd.

NOTICE IS HEREBY GIVEN that a Petition has been filed by We Grow BC Ltd. ("**WGBC**") in the Supreme Court of British Columbia for approval of an arrangement (the "**Arrangement**") pursuant to Section 288 of the *Business Corporations Act* S.B.C. 2002, c. 57, as amended, as contemplated in an arrangement agreement dated November 7, 2019.

AND NOTICE IS FURTHER GIVEN that by an Interim Order of the Supreme Court of British Columbia pronounced November •, 2019, the Court has given directions as to the calling of a meeting of the WGBC Shareholders and the WGBC Optionholders for the purpose of considering and voting on the Arrangement.

AND NOTICE IS FURTHER GIVEN that if the Arrangement is approved at the meeting, the Petitioner intends to apply for an order approving the Arrangement and declaring it to be fair and reasonable (the "**Final Order**") at a hearing before a Judge of the Supreme Court of British Columbia at the Courthouse, at 800 Smithe Street, in the City of Vancouver, in the Province of British Columbia, on or about December 13, 2019 at 9:45 a.m. (PT), or so soon thereafter as counsel may be heard, or at such later date as the Court may direct.

IF YOU WISH TO BE HEARD AT THE HEARING OF THE PETITION OR WISH TO BE NOTIFIED OF ANY FURTHER PROCEEDINGS, YOU MUST GIVE NOTICE OF YOUR INTENTION by filing a form entitled "Response to Petition", in the form prescribed by the Rules of Court of the Supreme Court of British Columbia, along with any evidence or materials which you intend to present to the Court, at the Vancouver Registry of the Court and **YOU MUST ALSO DELIVER** a copy of the filed Response to Petition, together with a copy of all evidence or materials on which you intend to rely at the application for the Final Order, to the solicitors for the Petitioner at their address for delivery, which is set out below, on or before 4:00 p.m. (PT) on December 11, 2019, or as the Court may otherwise direct.

YOU OR YOUR SOLICITOR may file the Response to Petition. You may obtain a form of "Response to Petition" at the Registry. The address of the Registry is: 800 Smithe Street, Vancouver, British Columbia, V6Z 2E1.

IF YOU DO NOT FILE A RESPONSE TO PETITION and do not attend either in person or by counsel at the time of such hearing, the Court may approve the Arrangement, as presented at that time, or may approve it subject to such terms and conditions as the Court deems fit, all without further notice to you. If the Arrangement is approved, it will significantly affect the rights of the WGBC Securityholders.

A copy of the said Petition and other documents in the proceedings will be furnished to any WGBC Securityholder upon request in writing addressed to the solicitors of the Petitioner at their address for delivery set out below.

The Petitioner's address for delivery is:

McCarthy Tétrault LLP
Barristers & Solicitors
Suite 2400, 745 Thurlow Street
Vancouver BC V6E 0C5
Attention: Miranda Lam

DATED: November ●, 2019

MIRANDA LAM
Counsel for the Petitioner

GLOSSARY

In this Information Circular, including the Summary and Appendices hereto, unless there is something in the context or subject matter inconsistent therewith, the following defined terms have the meanings hereinafter set forth:

(a) "**ABCA**" means the *Business Corporations Act* (Alberta) as from time to time amended or re-enacted, including the regulations promulgated thereunder;

(b) "**AltaCorp**" means AltaCorp Capital Inc., financial advisor to the WGBC Board;

(c) "**AltaCorp Fairness Opinion**" means the verbal fairness opinion as of November 4, 2019 and subsequently confirmed in writing and delivered by AltaCorp to the WGBC Board on November 20, 2019, a copy of which is attached as Appendix K to this Information Circular;

(d) "**Applicable Laws**" in the context that refers to one or more Persons, means any domestic or foreign, federal, state, provincial or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority, and any terms and conditions of any grant of approval, permission, authority or license of any Governmental Authority, that is binding upon or applicable to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Person having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities;

(e) "**Applicable Securities Laws**" means all rules of applicable stock exchanges (including the TSXV), applicable corporate laws and applicable securities laws including the rules, regulations, notices, instruments, blanket orders and policies of the securities regulatory authorities in Canada;

(f) "**Arrangement**" and similar expressions means the arrangement under Division 5 of Part 9 of the BCBCA, on the terms and conditions set forth in the Arrangement Agreement and the Plan of Arrangement, subject to any amendment or supplement thereto made in accordance therewith or at the direction of the Court in the Final Order with the prior written consent of the Parties, each acting reasonably;

(g) "**Arrangement Agreement**" means the arrangement agreement between Westleaf and WGBC dated November 7, 2019, as amended on November 20, 2019, as the same may be amended, amended and restated, modified or supplemented at any time or from time to time in accordance with the terms thereof, a copy of which is attached as Appendix D to this Information Circular;

(h) "**Arrangement Filings**" means the filings in respect of the Arrangement required under Section 292 of the BCBCA to be sent to the Registrar for filing after the Final Order has been made;

(i) "**BCBCA**" means the *Business Corporations Act* (British Columbia) as from time to time amended or re-enacted, including the regulations promulgated thereunder;

(j) **"Beneficial Shareholder**" has the meaning set forth under the heading "*General Proxy Matters – Advice for Beneficial Holders*";

(k) "**Business Day**" means a day other than a Saturday, Sunday or other than a day when banks in the City of Calgary, Alberta are not generally open for business;

(l) "**Change in Management**" means a change in management of Westleaf, whereby, upon Closing it is expected that: (i) the board of directors of Westleaf will consist of five members, being Cody Church and Delbert Wapass, each of whom will be nominees of Westleaf and Benjamin Sze, Michael Kelly and Paul Wilson, each of whom will be nominees of WGBC; and (ii) Westleaf will be managed by Benjamin Sze as Chief Executive Officer, Scott Hurd as President, Taylor Ethans

as Chief Financial Officer, Gary Leong as Chief Compliance Officer and Adam Coates as Executive Vice-President, Commercial;

(m) "**Closing**" means the completion of the transactions contemplated by the Arrangement Agreement;

(n) "**Court**" means the Supreme Court of British Columbia;

(o) "**CRA**" means the Canada Revenue Agency;

(p) "**Debenture Indenture**" means the debenture indenture dated May 10, 2019 for the Westleaf Debentures between Westleaf and Computershare Trust Company of Canada, as trustee for the holders of Westleaf Debentures;

(q) "**Depositary**" means Computershare Trust Company of Canada, or such other trust company that may be appointed by Westleaf and WGBC for the purpose of receiving deposits of certificates representing WGBC Shares in connection with the Arrangement and as set out in the Letter of Transmittal;

(r) "**Dissent Notice**" means written notice of the rights of dissent exercisable by a WGBC Shareholder only in respect of the WGBC Arrangement Resolution, to the extent considered at the WGBC Meeting;

(s) "**Dissent Rights**" means the rights of a WGBC Shareholder to dissent to the Arrangement and to be paid the fair value of the securities in respect of which the WGBC Shareholder dissents, all in accordance with the provisions of the BCBCA and as set forth in the Plan of Arrangement;

(t) "**Dissenting WGBC Shareholder**" means a registered holder of WGBC Shares who has validly exercised his, her or its Dissent Rights and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights, but only in respect of the WGBC Shares in respect of which Dissent Rights are validly exercised by such registered holder of WGBC Shares, as applicable;

(u) "**DRS Advice**" means Direct Registration System Advice;

(v) "**Effective Date**" means the date the Arrangement Filings are filed with the Registrar;

(w) "**Effective Time**" means 12:01 a.m. on the Effective Date, or such other time as the Parties agree to in writing before the Effective Date;

(x) "**Eight Capital**" means Eight Capital Inc., financial advisor to the Westleaf Board;

(y) "**Eight Capital Fairness Opinion**" means the verbal fairness opinion as of November 5, 2019 and subsequently confirmed in writing and delivered by Eight Capital to the Westleaf Board on November 15, 2019, a copy of which is attached as Appendix K to this Information Circular;

(z) "**Employment Agreements**" has the meaning set forth under the heading "*Effects of the Arrangement – Westleaf Employee Obligations";*

(aa) "**Escrow Release Conditions**" has the meaning set forth under the heading "*The Arrangement – The Subscription Receipt Financing*";

(bb) "**Exchange Ratio**" means, as applicable, 4.264 Westleaf Shares for each WGBC Share or 4.264 Westleaf Options for each WGBC Option;

(cc) "**Final Order**" means the final order of the Court pursuant to Section 291 of the BCBCA, in a form acceptable to Westleaf and WGBC, each acting reasonably, approving the Arrangement, as

such order may be amended by the Court (with the consent of both Westleaf and WGBC, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to both Westleaf and WGBC, each acting reasonably) on appeal;

(dd) "**Financially Literate**" has the meaning set forth in NI 52-110;

(ee) "**Form 52-110F2**" means Form 52-110F2 – *Disclosure by Venture Issuers* under NI 52-110;

(ff) "**Governmental Authority"** means any: (i) multinational, federal, provincial, state, regional, municipal, local or other government or any governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau ministry or agency, domestic or foreign; (ii) any subdivision, agent, commission, board or authority of any of the foregoing; (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing; and (iv) any stock exchange;

(gg) "**Hold Period**" has the meaning set forth under the heading "*The Arrangement – Summary of the Arrangement*";

(hh) "**Holder**" has the meaning set forth under the heading "*Principal Canadian Federal Income Tax Considerations*";

(ii) "**IFRS**" means International Financial Reporting Standards, consistently applied as set forth by the Chartered Professional Accountants of Canada and as may be amended from time to time;

(jj) "**Information Circular**" means this joint management information circular of WGBC and Westleaf, notice of WGBC Meeting, notice of Westleaf Meeting, forms of proxy of each of WGBC and Westleaf and any amendments thereto and appendices thereto to be mailed or otherwise distributed by WGBC or Westleaf in respect of the WGBC Meeting or Westleaf Meeting, as applicable, as such Information Circular may be amended, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement;

(kk) "**Instrument of Proxy**" means the instruments of proxy accompanying the Information Circular sent to the WGBC Securityholders or Westleaf Shareholders, as the case may be, in respect of the WGBC Meeting and Westleaf Meeting, as applicable;

(ll) "**Interim Order**" means the interim order of the Court issued on November 13, 2019 pursuant to Section 291 of the BCBCA, providing for, among other things, the calling and holding of the WGBC Meeting, as such order may be amended by the Court with the consent of Westleaf and WGBC, each acting reasonably;

(mm) "**KPMG LLP**" means KPMG LLP, Chartered Professional Accountants;

(nn) "**Letter of Transmittal**" means the letter of transmittal pursuant to which the WGBC Shareholders are required to deliver certificates representing WGBC Shares and other required documents to the Depositary in order to receive the Westleaf Shares issuable to them pursuant to the Arrangement;

(oo) "**Material Adverse Change**" or "**Material Adverse Effect**" means, with respect to either Party, any fact or state of facts, circumstance, change, effect, occurrence or event that individually or in the aggregate is, or would reasonably be expected to be, material and adverse to the condition (financial or otherwise), business, operations, properties, licenses, affairs, assets, liabilities (contingent or otherwise), capitalization, results of operations, or cash flows of such Party (taken as a whole), or will, or would reasonably be expected to, prevent, materially delay or materially impair the ability of the Parties to consummate the transactions contemplated by the Arrangement,

other than any fact, state of facts, circumstance, change, effect, occurrence or event relating to or resulting from:

(i) conditions affecting the cannabis industry (including retail, manufacturing and cultivation) generally in Canada, including, without limitation, changes in applicable laws or taxes;

(ii) general economic or financial conditions, currency exchange rates, or securities or commodity prices in Canada or the United States;

(iii) any adoption, proposal, implementation or change in applicable law or any interpretation of applicable law by any Governmental Authority;

(iv) any change in IFRS;

(v) any act of terrorism or any outbreak of hostilities or war (or any escalation or worsening thereof);

(vi) any natural disaster;

(vii) any matter which has been publicly disclosed prior to the date hereof;

(viii) the failure of the Party to meet any internal or published projections, forecasts or estimates of revenues, earnings or cash flow for any period ending on or after the date of the Arrangement (provided, however, that the causes underlying such failure may be considered to determine whether such causes constitute a Material Adverse Effect);

(ix) the announcement of the Arrangement or the transactions contemplated thereby, including any loss or threatened loss of, or adverse change or threatened adverse change in, the relationship of the Party or its subsidiaries with the Party's employees, customers, suppliers, partners and other Persons with which the Party or any of its subsidiaries has business relations;

(x) any action taken by the Party or any of its subsidiaries which is permitted to be taken pursuant to this Agreement;

(xi) any action taken (or omitted to be taken) by a Party that is consented to by the other party expressly in writing; or

(xii) with respect to Westleaf, a change in the market trading price or trading volume of the Westleaf Shares either as a result of a change, effect, event or occurrence excluded from the definition of Material Adverse Effect under clauses (i) to (xi) above,

provided, however, that the change or effect referred to in clause (i) to (vi) above does not primarily relate only to (or have the effect of primarily relating only to) a Party and its subsidiaries, if any (taken as a whole), or disproportionately affects a Party and its subsidiaries, if any (taken as a whole), compared to other entities of similar size operating in the cannabis industry (including retail, cultivation and manufacturing), in which case the relevant exclusion from this definition of Material Adverse Change or Material Adverse Effect referred to above shall not be applicable;

(pp) "**Maximum Subscription Receipt Financing**" has the meaning set forth under the heading "*The Arrangement – The Subscription Receipt Financing*";

(qq) "**Meetings**" means, collectively, the WGBC Meeting and the Westleaf Meeting;

(rr) "**Named Executive Officer**" means, in respect of a company, each of the following individuals:

(i) a Chief Executive Officer;

(ii) a Chief Financial Officer

(iii) each of the three most highly compensated executive officers of the company, including any of its subsidiaries, or the three most highly compensated individuals acting in a similar capacity, other than the Chief Executive Officer and Chief Financial Officer, at the end of the most recently completed financial year whose total compensation was, individually, more than $150,000 for that financial year; and

(iv) each individual who would be a Named Executive Officer under paragraph (iii) above, but for the fact that the individual was neither an executive officer of the company or its subsidiaries, nor acting in a similar capacity, at the end of that financial year;

(ss) "**Net Debt**" means, except as otherwise provided in the Arrangement Agreement, the total debt (including bank indebtedness, accounts payable and accrued liabilities, including vacation pay accrued in respect of all employees) less the total of cash and cash equivalents plus any accounts receivable. For certainty, Net Debt will exclude any lease liabilities and any Transaction Costs;

(tt) "**Non-Resident Dissenting Holder**" has the meaning set forth under the heading *"Principal Canadian Federal Income Tax Considerations – Dissenting Non-Resident Holders*";

(uu) "**Non-Resident Holder**" has the meaning set forth under the heading "*Principal Canadian Federal Income Tax Considerations – Holders Not Resident in Canada*";

(vv) "**Notice Shares**" has the meaning set forth under the heading "*Rights of Dissent*";

(ww) "**NI 51-102**" means National Instrument 51-102 – *Continuous Disclosure Obligations*;

(xx) "**NI 52-110**" means National Instrument 52-110 – *Audit Committees*;

(yy) "**NI 58-101"** means National Instrument 58-101 – *Disclosure of Corporate Governance Practices*;

(zz) "**NP 58-201**" means National Policy 58-201 – *Corporate Governance Guidelines*;

(aaa) "**Notice of Meeting**" means the notice of annual and special meeting of Westleaf or the notice of special meeting of WGBC, as the case may be, which accompany this Information Circular;

(bbb) "**Notice of Originating Application**" means the notice of originating application by WGBC to the Court for the Final Order, which accompanies this Information Circular;

(ccc) "**Offer to Purchase**" has the meaning set forth under the heading "*Rights of Dissent*";

(ddd) "**Outside Date**" means February 14, 2020, or such other date as may be agreed to by the Parties in writing;

(eee) "**Parties**" means, collectively, Westleaf and WGBC, and "**Party**" means any one of them;

(fff) "**Payee**" has the meaning set forth under the heading "*Rights of Dissent*";

(ggg) "**Person**" includes any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate group, body

corporate, corporation, unincorporated association or organization, Governmental Authority, syndicate or other entity, whether or not having legal status;

(hhh) "**Plan of Arrangement**" means the plan of arrangement substantially in the form attached as Exhibit C to Appendix D to this Information Circular and any amendments or variations to such plan made in accordance with the Arrangement Agreement and the plan of arrangement or made at the direction of the Court in the Final Order with the prior written consent of WGBC and Westleaf, each acting reasonably;

(iii) "**Qwest Brand**" has the meaning set forth in Appendix J – *Information Concerning We Grow BC Ltd*. under the heading "*Description of WGBC's Business and Operations – Operations*"

(jjj) "**Resident Dissenting Shareholder**" has the meaning set forth under the heading "*Principal Canadian Federal Income Tax Considerations – Dissenting WGBC Shareholders*";

(kkk) "**Resident Holder**" has the meaning set forth under the heading "*Principal Canadian Federal Income Tax Considerations – Holders Resident in Canada*";

(lll) "**Registrar**" means the Registrar of Companies for the Province of British Columbia appointed under Section 400 of the BCBCA;

(mmm) "**Related Party Transaction**" has the meaning set forth in TSXV Policy 5.9, and includes a related party transaction that is determined by the TSXV to be a Related Party Transaction;

(nnn) "**Required Consents**" has the meaning set forth under the heading "*The Arrangement Agreement – Additional Conditions in Favour of WGBC*";

(ooo) "**RESP**" has the meaning set forth under the heading "*Principal Canadian Federal Income Tax Considerations – Eligibility for Investment*";

(ppp) "**RDSP**" has the meaning set forth under the heading "*Principal Canadian Federal Income Tax Considerations – Eligibility for Investment*";

(qqq) "**RRIF**" has the meaning set forth under the heading "*Principal Canadian Federal Income Tax Considerations – Eligibility for Investment*";

(rrr) "**RRSP**" has the meaning set forth under the heading "*Principal Canadian Federal Income Tax Considerations – Eligibility for Investment*";

(sss) "**Securities**" has the meaning set forth under the heading "*Principal Canadian Federal Income Tax Considerations*";

(ttt) "**Share Exchange**" has the meaning set forth under the heading "*Principal Canadian Federal Income Tax Considerations – Share Exchange*";

(uuu) "**Subscription Receipts**" means the subscription receipts of WGBC to be issued pursuant to the Subscription Receipt Financing, each such subscription receipt evidencing the right of the holder to receive one WGBC Unit upon satisfaction of the escrow conditions set forth in the Subscription Receipt Agreement;

(vvv) "**Subscription Receipt Agreement**" means the subscription receipt agreement to be entered into by WGBC in connection with the Subscription Receipt Financing;

(www) "**Subscription Receipt Financing**" means the non-brokered private placement offering of Subscription Receipts for aggregate gross proceeds of up to $3,000,000, at an assumed price of $0.30 per Subscription Receipt or such other price as Westleaf and WGBC may agree upon;

(xxx) "**subsidiary**" has the meaning set forth in the ABCA (and shall include any partnerships directly or indirectly owned by WGBC or Westleaf, as the case may be);

(yyy) "**Tax Act**" means the *Income Tax Act* (Canada), R.S.C. 1985, c. 1 (5th Supp.); and the regulations thereunder, all as amended from time to time;

(zzz) "**TFSA**" has the meaning set forth under the heading "*Principal Canadian Federal Income Tax Considerations – Eligibility for Investment*";

(aaaa) "**Transaction Costs**" means all costs and expenses incurred by WGBC and Westleaf in connection with the transactions contemplated by the Arrangement, including all legal, accounting, run-off insurance, financial advisory, fairness opinion, severance, bonuses, printing and other administrative or professional fees, costs and expenses of third parties incurred by WGBC and Westleaf, and all amounts payable by WGBC and Westleaf in respect of the Arrangement;

(bbbb) "**Transaction Financing**" means, collectively, the WGBC Financing and the Westleaf Financing, for collective gross proceeds of not less than $11,000,000, to be completed prior to or concurrently with Closing;

(cccc) "**TSXV**" means the TSX Venture Exchange Inc.;

(dddd) "**TSXV Policy 4.4**" means TSXV Policy 4.4 – *Incentive Stock Options*;

(eeee) "**TSXV Policies**" means the policies of the TSXV, as amended from time to time;

(ffff) "**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

(gggg) "**Westleaf**" means Westleaf Inc., a corporation organized under the ABCA;

(hhhh) "**Westleaf AIF**" means the amended and restated annual information form of Westleaf for the year ended December 31, 2018 dated April 15, 2019;

(iiii) "**Westleaf Audit Committee**" means the audit committee of the Westleaf Board, consisting of Kareen Stangherlin, Robb McNaughton and Stephen Mason;

(jjjj) "**Westleaf Audit Committee Charter**" means the charter of the Westleaf Audit Committee;

(kkkk) "**Westleaf Board**" means the board of directors of Westleaf, as may be constituted from time to time;

(llll) "**Westleaf Change in Management Resolution**" means the ordinary resolution in respect of the Change in Management of Westleaf and other matters to be considered by the Westleaf Shareholders at the Westleaf meeting, the full text of which is set forth under the heading "*The Westleaf Meeting – Approval of the Westleaf Change in Management Resolution*";

(mmmm) "**Westleaf Code of Business Conduct and Ethics**" means the code of business conduct and ethics adopted by Westleaf;

(nnnn) "**Westleaf Compensation, Corporate Governance and Nominating Committee**" means the compensation, corporate governance and nominating committee of the Westleaf Board, consisting of Robb McNaughton and Kareen Stangherlin;

(oooo) "**Westleaf Debentures**" means the 9.5% senior unsecured convertible debentures of Westleaf each having a principal amount of $1,000, issued under the Debenture Indenture;

(pppp) "**Westleaf Financing**" means the additional debt capital made available to Westleaf: (i) through the issuance of a new term loan; and (ii) by the removal of the restricted cash requirement under Westleaf's existing credit facility, to be completed prior to or concurrently with Closing;

(qqqq) "**Westleaf Meeting**" means the annual general and special meeting of the Westleaf Shareholders, including any adjournment or postponement of such special meeting in accordance with the terms of the Arrangement Agreement, to be held to consider, among other things, the Westleaf Change in Management Resolution and related matters, and any adjournment(s) thereof;

(rrrr) "**Westleaf Option Plan**" means the Westleaf stock option plan in effect on the date hereof;

(ssss) "**Westleaf Optionholders**" means the holders of Westleaf Options;

(tttt) "**Westleaf Options**" means options granted pursuant to the Westleaf Option Plan;

(uuuu) "**Westleaf Performance Warrants**" means all of the issued and outstanding performance warrants of Westleaf;

(vvvv) "**Westleaf Replacement Warrants**" means means the warrants to purchase Westleaf Shares issued in exchange for WGBC Warrants in accordance with the Plan of Arrangement;

(wwww) "**Westleaf RSU Plan**" means the Westleaf restricted share unit plan in effect on the date hereof and the agreements entered into thereunder;

(xxxx) "**Westleaf RSUs**" means restricted share units granted pursuant to the Westleaf RSU Plan;

(yyyy) "**Westleaf Shareholders**" means the holders of Westleaf Shares;

(zzzz) "**Westleaf Shares**" means common shares in the capital of Westleaf;

(aaaaa) "**Westleaf Special Committee**" means the special committee of Westleaf, consisting of Cody Church, Kareen Stangherlin, Delbert Wapass and John Radostits;

(bbbbb) "**Westleaf Support Agreements**" means agreements between WGBC and each of the Westleaf Support Shareholders pursuant to which the Westleaf Support Shareholders have agreed (among other things) to vote the Westleaf Shares beneficially owned or controlled by the Westleaf Support Shareholders in favour of the Westleaf Change in Management Resolution and to otherwise support the Arrangement, as provided therein;

(ccccc) "**Westleaf Support Shareholders**" means those Westleaf Shareholders that have entered into Westleaf Support Agreements;

(ddddd) "**Westleaf Warrants**" means all of the issued and outstanding warrants of Westleaf (but for certainty, excluding the Westleaf Performance Warrants);

(eeeee) "**WGBC**" means We Grow BC Ltd., a corporation organized under the BCBCA;

(fffff) "**WGBC Arrangement Resolution**" means the special resolution of WGBC Shareholders and WGBC Optionholders approving the Arrangement, as required by Applicable Laws, the full text of which is set forth in Appendix A to this Information Circular;

(ggggg) "**WGBC Arrangement Shares**" means all of the WGBC Shares that are not WGBC Class H Shares;

(hhhhh) "**WGBC Board**" means the board of directors of WGBC, as may be constituted from time to time;

(iiiii) "**WGBC Class C Shares**" means the Class "C" voting common participating shares in the capital of WGBC, such shares forming part of the WGBC Units to be issued upon the conversion of the Subscription Receipts issued in connection with the Subscription Receipt Financing;

(jjjjj) "**WGBC Class H Shares**" means Class "H" non-voting common participating shares in the capital of WGBC;

(kkkkk) "**WGBC Employment Agreements**" has the meaning set forth under the heading "*WGBC Employee Obligations*;

(lllll) "**WGBC Meeting**" means the special meeting of WGBC Shareholders and WGBC Optionholders, including any adjournment or postponement of such special meeting in accordance with the terms of the Arrangement Agreement, to be held to consider the WGBC Arrangement Resolution and related matters, and any adjournment(s) thereof;

(mmmmm) "**WGBC Optionholders**" means the holders of WGBC Options;

(nnnnn) "**WGBC Options**" means options granted at the discretion of the WGBC Board;

(ooooo) "**WGBC Securityholders**" means, collectively, the WGBC Shareholders and the WGBC Optionholders or either one of them, as the context may require;

(ppppp) "**WGBC Shareholders**" means the holders of WGBC Shares;

(qqqqq) "**WGBC Shares**" means all the issued and outstanding shares in the capital of WGBC;

(rrrrr) "**WGBC Support Agreements**" means agreements between Westleaf and each of the WGBC Support Shareholders pursuant to which the WGBC Support Shareholders have agreed (among other things) to vote the WGBC Shares and/or WGBC Options beneficially owned or controlled by the WGBC Support Shareholders in favour of the WGBC Arrangement Resolution and to otherwise support the Arrangement, as provided therein;

(sssss) "**WGBC Support Shareholders**" means those WGBC Shareholders that have entered into WGBC Support Agreements;

(ttttt) **WGBC Units**" means the units of WGBC issued upon the conversion of the Subscription Receipts, with each WGBC Unit consisting of one WGBC Class C Share and one-half of one WGBC Warrant;

(uuuuu) "**WGBC Warrantholders**" means the holders of WGBC Warrants;

(vvvvv) **WGBC Warrants**" means the common share purchase warrants of WGBC, each whole WGBC Warrant exercisable to purchase one WGBC Class C Share; and

(wwwww) "**U.S. Securities Act**" means the United States *Securities Act of 1933*, as amended, and the rules and regulations promulgated from time to time thereunder.

Words importing the singular include the plural and vice versa and words importing any gender include all genders.

CURRENCY

In this Information Circular, except where otherwise indicated, all dollar amounts are expressed in Canadian dollars, and all references to "$" and "dollars" are to Canadian dollars.

The following table sets forth, for each of the periods indicated, the high and low rates of exchange for one Canadian dollar expressed in United States dollars, the average rate of exchange during each such period and the end of period rate, each based on the daily exchange rate quoted by the Bank of Canada (the "**Daily Rate**").

		Year ended December 31,		
	Six Months Ended June 30, 2019	**2018**	**2017**	**2016**
High	USD $0.7641	USD $0.8138	USD $0.8245	USD $0.7977
Low	USD $0.7353	USD $0.7330	USD $0.7276	USD $0.6869
Average	USD $0.7499	USD $0.7721	USD $0.7708	USD $0.7557
End of Period	USD $0.7641	USD $0.8138	USD $0.7971	USD $0.7448

On November 6, 2019, the last trading day prior to the announcement of the Arrangement, the exchange rate for one Canadian dollar expressed in United States dollars, based on the Daily Rate, was USD $0.7588. On November 19, 2019, the last trading day prior to the date of this Information Circular, the exchange rate for one Canadian dollar expressed in United States dollars, based on the Daily Rate, was USD $0.7555.

INTRODUCTION

This Information Circular is furnished in connection with the solicitation of proxies by and on behalf of: (a) management of Westleaf for use at the Westleaf Meeting; and (b) management of WGBC for use at the WGBC Meeting. No Person has been authorized to give any information or make any representation in connection with the Arrangement or any other matters to be considered at the Meetings other than those contained in this Information Circular and, if given or made, any such information or representation must not be relied upon as having been authorized.

All summaries of, and references to, the Arrangement in this Information Circular are qualified in their entirety by reference to the complete text of the Plan of Arrangement, a copy of which is attached as Exhibit C to the Arrangement Agreement, which agreement is attached as Appendix D to this Information Circular. **You are urged to carefully read the full text of the Plan of Arrangement.**

Information contained in this Information Circular is given as of November 20, 2019 unless otherwise specifically stated.

Information Concerning Westleaf

See Appendix G – *Information Concerning Westleaf Inc.* for information concerning Westleaf.

Information Concerning WGBC

See Appendix J – *Information Concerning We Grow BC Ltd.* for information concerning WGBC.

Risk Factors

It is important for an investor to consider the particular risk factors that may affect the industry in which it is investing. See "*Risk Factors Relating to the Arrangement*" in this Information Circular, and under the heading "*Risk Factors*" in the Westleaf AIF incorporated by reference and in Appendix J – *Information Concerning We Grow BC Ltd*.

Forward-looking Statements

Certain statements contained in this Information Circular, the Appendices attached hereto and in the documents incorporated by reference herein constitute forward-looking statements. These statements relate to future events or future performance. All statements other than statements of historical fact may be forward-looking statements. Forward-looking statements are often, but not always, identified by the use of words such as "seek", "anticipate", "plan", "continue", "estimate", "expect", "may", "will", "project", "predict", "potential", "targeting", "intend", "could", "might", "should", "believe" and similar expressions.

In particular, this Information Circular contains forward-looking statements pertaining to:

- the perceived benefits of the Arrangement;
- the timing of the Westleaf Meeting and the WGBC Meeting;
- the timing of the Final Order;
- completion of the Maximum Subscription Receipt Financing and the Subscription Receipt Financing;
- the subscription price for the Subscription Receipts to be issued in connection with the Subscription Receipt Financing;
- the exercise price of WGBC Warrants and the Westleaf Replacement Warrants to be exchanged for WGBC Warrants;
- ability of Westleaf and WGBC to obtain the Required Consents;
- obtaining consent of $66^{2/3}$% of the holders of the Westleaf Debentures;
- the structure and effect of the Arrangement;
- the composition of the management team of Westleaf and the Westleaf Board following Closing;
- the treatment of WGBC Securityholders under tax laws;
- the anticipated Effective Date; and
- the stock exchange listing of the Westleaf Shares to be issued to WGBC Shareholders pursuant to the Arrangement.

Forward-looking statements respecting:

- the perceived benefits of the Arrangement are based upon a number of factors, including the Eight Capital Fairness Opinion, the AltaCorp Fairness Opinion, the terms and conditions of the Arrangement Agreement and current industry, economic and market conditions (see "*The Arrangement – Fairness Opinions" and "The Arrangement Agreement*")

- the structure and effect of the Arrangement are based upon the terms of the Arrangement Agreement and the transactions contemplated thereby (see "*The Arrangement Agreement*");

- the consideration to be received by WGBC Securityholders as a result of the Arrangement is based upon the terms of the Arrangement Agreement and the Plan of Arrangement (see "*The Arrangement Agreement*");

- the composition of the management team of Westleaf and the Westleaf Board following Closing is based upon the terms of the Arrangement Agreement and the Plan of Arrangement and the discussions to date between Westleaf and WGBC (see "*The Arrangement – Effect of the Arrangement*");

- the listing of the Westleaf Shares issuable pursuant to the Arrangement on the TSXV is based on receiving approval from, and fulfilling all of the requirements of the TSXV (see "*The Arrangement – Stock Exchange Listings*");

- certain steps in, and timing of, the Arrangement are based upon the terms of the Arrangement Agreement and the Plan of Arrangement and advice received from counsel to each of Westleaf and WGBC relating to timing expectations (see "*The Arrangement – Arrangement Agreement*"); and

- the treatment of the WGBC Securityholders under tax laws is subject to the statements under "*Principal Canadian Federal Income Tax Considerations*".

By their very nature, forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results or events to differ materially from those anticipated in such forward-looking statements. Westleaf and WGBC believe the expectations reflected in those forward-looking statements are reasonable but no assurance can be given that these expectations will prove to be correct and such forward-looking statements included in this Information Circular and in the documents incorporated by reference herein should not be unduly relied upon. These statements speak only as of the date of this Information Circular.

Some of the risks that could cause results to differ materially from those expressed in the forward-looking statements include:

- the inability to obtain the Required Consents, permits or approvals, including Court approval of the Arrangement, WGBC Shareholder and WGBC Optionholder approval of the Arrangement, and regulatory approvals in accordance with the required timelines contained in the Arrangement Agreement;

- the conditions to Closing may not be satisfied or waived which may result in the Arrangement not being completed;

- the trading price of the Westleaf Shares at the time of the Subscription Receipt Financing may require Westleaf and WGBC to reduce the price at which the Subscription Receipts are offered under the Subscription Receipt Financing and/or reduce the exercise price of the Westleaf Replacement Warrants issuable in exchange for WGBC Warrants;

- Westleaf and WGBC may fail to realize the anticipated benefits of the Arrangement;

- Westleaf and WGBC will incur significant costs relating to the Arrangement, regardless of whether the Arrangement is completed or not completed;

- future legislative and regulatory developments involving cannabis, including the passing of regulations regarding derivative cannabis products may restrict the nature of Westleaf's business;

- general business, economic, competitive, political and social uncertainties; and

- competition for, among other things, capital and skilled personnel.

If the Arrangement is not completed, Westleaf Shareholders and WGBC Securityholders will not realize the benefits of the Arrangement and Westleaf's and WGBC's future business and operations could be harmed. With regard to the forward-looking statements in Westleaf's documents incorporated by reference herein, please refer to the forward-looking statements advisories in such documents in respect of the forward-looking statements contained therein, the assumptions upon which they are based and the risk factors in respect of such forward-looking statements. Readers are also referred to Appendix J – *Information Concerning We Grow BC Ltd. – Forward-Looking Statements* in respect of forward-looking statements regarding WGBC.

Readers are cautioned that the foregoing lists of factors are not exhaustive. The forward-looking statements contained in this Information Circular are expressly qualified by this cautionary statement. Except as required by law, Westleaf and WGBC do not undertake any obligation to publicly update or revise any forward-looking statements.

Readers should also carefully consider the matters discussed under the heading "*Risk Factors*" in this Information Circular, under Appendix J – *Information Concerning We Grow BC Ltd. – Risk Factors* and under the heading "*Risk Factors*" in the Westleaf AIF, which is incorporated by reference herein.

SUMMARY INFORMATION

The following is a summary of information relating to Westleaf and WGBC and should be read together with the more detailed information and financial data and statements contained elsewhere in this Information Circular and in the Appendices attached hereto.The following summary is provided for convenience only and is qualified in its entirety by reference to the more complete and detailed information contained or referred to elsewhere in this Information Circular.

Westleaf Meeting	The Westleaf Meeting will be held at the offices of Borden Ladner Gervais LLP at 1900, 520 – 3rd Avenue S.W., Calgary, Alberta T2P 0R3 at 10:00 a.m. (Calgary time) on Wednesday, December 18, 2019, for the purposes set forth in the accompanying Notice of Annual and Special Meeting of Shareholders of Westleaf. The business of the Westleaf Meeting will be the annual business of Westleaf and to consider and vote upon the Westleaf Change in Management Resolution.
WGBC Meeting	The WGBC Meeting will be held at the offices of McCarthy Tétrault LLP at 745 Thurlow Street, Suite 2400, Vancouver, British Columbia, V6E 0C5 at 10:00 a.m. (Vancouver time) on Wednesday, December 18, 2019, for the purposes set forth in the accompanying Notice of Special Meeting of WGBC Shareholders and WGBC Optionholders. The business of the WGBC Meeting will be to consider and vote upon the WGBC Arrangement Resolution.
Information Concerning Westleaf	Westleaf is an Alberta-based cannabis company formed to own, to operate, and to develop certain businesses related to the cultivation, extraction, distribution, and sale of cannabis and cannabis-related products in jurisdictions where such cultivation, extraction, distribution, and sale is authorized under applicable law. Westleaf is a reporting issuer in all provinces in Canada, except Quebec. The Westleaf Shares are listed for trading on the TSXV under the symbol "WL" and the Westleaf Debentures are listed for trading on the TSXV under the symbol "WL.DB". See Appendix G – *Information Concerning Westleaf Inc.*
Information Concerning WGBC	WGBC is a British Columbia-based, growth-oriented cannabis company engaged in the business of cultivating, processing and distributing adult-use ultra premium cannabis within Canada where such cultivation, processing and distribution is authorized under applicable law. WGBC is not a reporting issuer in any province of Canada and the WGBC Shares are not listed for trading on any stock exchange. See Appendix J – *Information Concerning We Grow BC Ltd.*
Summary of the Arrangement	WGBC entered into the Arrangement Agreement with Westleaf on November 7, 2019, as amended on November 20, 2019. The Arrangement Agreement provides for the implementation of the Plan of Arrangement (a copy of which is attached as Exhibit C to the Arrangement Agreement attached hereto as Appendix D). Pursuant to the Arrangement, WGBC Shareholders (other than Dissenting WGBC Shareholders and holders of WGBC Class H Shares) will receive for each WGBC Arrangement Share held that number of Westleaf Shares: (a) in the case of WGBC Arrangement Shares that are not WGBC Class C Shares, equal to the product determined by multiplying the number of WGBC Arrangement Shares held by such WGBC Shareholder by the Exchange Ratio,

and (b) in the case of WGBC Arrangement Shares that are WGBC Class C Shares, on a one-for-one basis. In addition, WGBC Optionholders will receive for each WGBC Option held, such number of Westleaf Options equal to the product determined by multiplying the number of WGBC Options held by such WGBC Optionholder prior to the Effective Time by the Exchange Ratio at an exercise price per share equal to (a) the exercise price per WGBC Share of such WGBC Option immediately prior to the issuance of the Westleaf Options, divided by (b) the Exchange Ratio, rounding the resulting exercise price up to the nearest whole cent. WGBC Warrantholders shall exchange WGBC Warrants for Westleaf Replacement Warrants on a one-for-one basis.

The Arrangement is subject to customary conditions for a transaction of this nature, which include Court and regulatory approvals and approval of the WGBC Arrangement Resolution by not less than: (a) $66^{2/3}$% of the votes cast on the WGBC Arrangement Resolution by WGBC Shareholders, present in person or represented by proxy at the WGBC Meeting, voting together as a single class; and (b) $66^{2/3}$% of the votes cast on the WGBC Arrangement Resolution by WGBC Optionholders, present in person or represented by proxy at the WGBC Meeting, voting together as a single class.

See "*The Arrangement – Summary of the Arrangement", "The Arrangement – Arrangement Steps", "The Arrangement – Effects of the Arrangement*" and "*Risk Factors Relating to the Arrangement*".

Pursuant to the Arrangement Agreement, all Westleaf Shares received by WGBC Shareholders in exchange for their WGBC Arrangement Shares, other than WGBC Class C Shares or any Westleaf Shares issued upon exercise of Westleaf Replacement Warrants, will be subject to the Hold Period, during which time the holder of such Westleaf Shares may not trade the Westleaf Shares and the certificates representing such Westleaf Shares will bear a legend indicated that the resale of such securities is so restricted. The Hold Period will expire as follows: (a) 10% of the Westleaf Shares subject to the Hold Period will be released from the Hold Period at the Effective Date; (b) 30% of the Westleaf Shares subject to the Hold Period will be released from the Hold Period on the date that is six months from the Effective Date; (c) 30% of the Westleaf Shares subject to the Hold Period will be released from the Hold Period on the date that is nine months from the Effective Date; and (d) 30% of the Westleaf Shares subject to the Hold Period will be released from the Hold Period on the date that is 12 months from the Effective Date, provided that any Westleaf Shares subject to the Hold Period may be released from the Hold Period at such earlier times as may be consented to by Westleaf in writing. Westleaf Shares received by holders of WGBC Class C Shares at the Effective Time and Westleaf Shares issued upon exercise of Westleaf Replacement Warrants will not be subject to the Hold Period.

See "*The Arrangement – Procedure for the Arrangement Becoming Effective*" and *"Rights of Dissent"*.

It is anticipated that upon Closing, excluding the Subscription Receipt Financing, the issued and outstanding capital of Westleaf will consist of 327,425,527 Westleaf Shares on an undiluted basis. As a result: (a) existing Westleaf Shareholders will hold an aggregate of 143,647,114 Westleaf Shares representing approximately 45% of the outstanding Westleaf Shares (excluding the Subscription Receipt Financing); and (b) former WGBC Shareholders will hold an aggregate of approximately 183,778,413 Westleaf

Shares representing approximately 55% of the outstanding Westleaf Shares (excluding the Subscription Receipt Financing).

See "*The Arrangement – Arrangement Steps*".

Subject to approval of the TSXV and the applicable regulatory authorities, upon Closing and the Westleaf Board will consist of five members, being Cody Church and Delbert Wapass, each of whom will be nominees of Westleaf, and Benjamin Sze, Michael Kelly and Paul Wilson, each of whom will be nominees of WGBC. It is expected that Benjamin Sze will serve as Chief Executive Officer, Scott Hurd will serve as President, Taylor Ethans will serve as Chief Financial Officer, Gary Leong will serve as Chief Compliance Officer and Adam Coates will serve as Executive Vice-President, Commercial.

See Appendix G – *Information Concerning Westleaf Inc.*

The Arrangement Agreement

The Arrangement will be effected pursuant to the Arrangement Agreement. The Arrangement Agreement contains covenants, representations and warranties of and from each of WGBC and Westleaf, and containing various conditions precedent, both mutual and with respect to the specific obligations of WGBC and Westleaf. The Arrangement Agreement provides that, upon the occurrence of certain termination events, either of the Parties may be required to pay the other Party a termination fee. See "*The Arrangement Agreement*".

This Information Circular contains a summary of certain provisions of the Arrangement Agreement and is qualified in its entirety by the full text of the Arrangement Agreement. The Arrangement Agreement is attached as Appendix D to this Information Circular and reference is made thereto for the full text thereof.

Procedure for the Arrangement to Become Effective

The Arrangement is proposed to be carried out under Division 5 of Part 9 of the BCBCA. The following procedural steps must be taken in order for the Arrangement to become effective:

(a) the WGBC Arrangement Resolution approving the Arrangement must be approved by not less than: (i) $66^{2/3}$% of the votes cast on the WGBC Arrangement Resolution by WGBC Shareholders, present in person or represented by proxy at the WGBC Meeting, voting together as a single class; and (ii) $66^{2/3}$% of the votes cast on the WGBC Arrangement Resolution by WGBC Optionholders, present in person or represented by proxy at the WGBC Meeting, voting together as a single class, in the manner set forth in the Interim Order;

(b) the Westleaf Shareholders must approve the Westleaf Change in Management Resolution;

(c) the Court must grant the Final Order approving the Arrangement;

(d) all conditions precedent to the Arrangement, as set forth in the Arrangement Agreement, must be satisfied or waived by the appropriate Party;

(e) the Final Order and Arrangement Filings in the form prescribed by

the BCBCA must be filed with the Registrar; and

(f) the proof of filing to be issued by the Registrar in respect of the Arrangement Filings.

See "*The Arrangement – Procedure for the Arrangement Becoming Effective*".

Effects of the Arrangement

WGBC Shares

The Arrangement provides, for among other things, the acquisition of all of the WGBC Arrangement Shares. WGBC Shareholders (other than Dissenting WGBC Shareholders and holders of WGBC Class H Shares) will receive: (a) in the case of WGBC Arrangement Shares that are not WGBC Class C Shares, the number of Westleaf Shares issuable to such WGBC Shareholder pursuant to the Exchange Ratio; and (b) in the case of WGBC Arrangement Shares that are WGBC Class C Shares, one Westleaf Share for each WGBC Class C Shares. Upon Closing, WGBC will become a subsidiary of Westleaf. See "*The Arrangement – Effects of the Arrangement – WGBC Shares*".

WGBC Options

The Arrangement provides for, among other things, the exchange of all of the issued and outstanding WGBC Options for Westleaf Options. WGBC Optionholders will receive such number of Westleaf Options equal to the product determined by multiplying the number of WGBC Options held by such WGBC Optionholder prior to the Effective Time by the Exchange Ratio at an exercise price per share equal to (a) the exercise price per WGBC Share of such WGBC Option immediately prior to the issuance of the Westleaf Options, divided by (b) the Exchange Ratio, rounding the resulting exercise price up to the nearest whole cent.

WGBC Warrants

The Arrangement provides for, among other things, the exchange of all of the issued and outstanding WGBC Warrants for Westleaf Replacement Warrants. WGBC Warrantholders will receive Westleaf Replacement Warrants on a one-for-one basis.

See "*The Arrangement – Effects of the Arrangement – WGBC Options*".

Approval of WGBC Shareholders Required for the Arrangement

At the WGBC Meeting, pursuant to the Interim Order, the WGBC Arrangement Resolution approving the Arrangement will require approval by not less than: (a) $66^{2/3}$% of the votes cast on the WGBC Arrangement Resolution by WGBC Shareholders, present in person or represented by proxy at the WGBC Meeting, voting together as a single class; and (b) $66^{2/3}$% of the votes cast on the WGBC Arrangement Resolution by WGBC Optionholders, present in person or represented by proxy at the WGBC Meeting, voting together as a single class. Each WGBC Shareholder and each WGBC Optionholder shall be entitled to vote on the WGBC Arrangement Resolution, with the WGBC Shareholders and WGBC Optionholders entitled to one vote per WGBC Share held and one vote per WGBC Option held, respectively. The WGBC Arrangement Resolution must receive the requisite WGBC Shareholder and WGBC Optionholder approval in order for WGBC to seek the Final Order and implement the Arrangement on the Effective Date in accordance with the terms of the Final Order. See "*General Proxy Matters* –

Exercise of Discretion by Proxy Holders".

For information with respect to the procedures for WGBC Securityholders to follow to receive their consideration pursuant to the Arrangement, see "*Procedures for the Surrender of WGBC Shares and WGBC Options and Receipt of Consideration*".

See "*The Arrangement – Procedure for the Arrangement Becoming Effective*".

TSXV Approval

The TSXV has conditionally accepted the Arrangement, including the listing of the Westleaf Shares issuable pursuant to the Arrangement, subject to Westleaf fulfilling all of the requirements of the TSXV, pursuant to a letter dated November 19, 2019.

See "*The Arrangement – Procedure for the Arrangement Becoming Effective*".

Court Approval

The Arrangement requires the Court's approval of the Final Order. Prior to the mailing of this Information Circular, WGBC obtained the Interim Order authorizing and directing WGBC to call, hold and conduct the WGBC Meeting and to submit the Arrangement to the WGBC Shareholders and WGBC Optionholders for approval. A copy of the Interim Order is attached as Appendix B to this Information Circular. Subject to the terms of the Arrangement Agreement and the approval of the WGBC Arrangement Resolution by the WGBC Securityholders, WGBC will make an application to the Court for the Final Order. The hearing in respect of the Final Order is expected to take place on December 20, 2019 at 9:45 a.m. (PST) at a hearing before a Judge of the Supreme Court of British Columbia at the Courthouse, at 800 Smithe Street, in the City of Vancouver, in the Province of British Columbia.

See "*The Arrangement – Procedure for the Arrangement Becoming Effective*".

Timing

If the WGBC Meeting is held as scheduled and is not adjourned or postponed and the other necessary conditions at that point in time are satisfied or waived, WGBC will apply for the Final Order approving the Arrangement. If the Final Order is obtained on December 20, 2019 in form and substance satisfactory to WGBC and Westleaf, and all other conditions set forth in the Arrangement Agreement are satisfied or waived, including the receipt of all required regulatory approvals, WGBC currently expects the Effective Date to occur in December of 2019. It is not possible, however, to state with certainty when the Effective Date will occur. The Effective Date could be delayed for a number of reasons, including an objection before the Court at the hearing of the application for the Final Order on December 20, 2019 or the failure to obtain all regulatory approvals in the time-frames anticipated. See "*The Arrangement – Timing*".

Eight Capital Fairness Opinion

The Westleaf Special Committee engaged Eight Capital to prepare and deliver the Eight Capital Fairness Opinion to the Westleaf Board. Eight Capital has provided the Eight Capital Fairness Opinion to the Westleaf Board to the effect that, as of November 5, 2019, and subject to the assumptions, qualifications and limitations contained in the Eight Capital Fairness Opinion, the consideration to be paid by Westleaf for the acquisition of WGBC pursuant to the Arrangement, is fair, from a financial point of view, to Westleaf.

The summary of the Eight Capital Fairness Opinion in this Information Circular is qualified in its entirety by reference to the full text of the Eight Capital Fairness Opinion. The Eight Capital Fairness Opinion is subject to the assumptions, qualifications and limitations contained therein and should be read in its entirety. **The Eight Capital Fairness Opinion was provided for the information and assistance of the Westleaf Special Committee in connection with its consideration of the Arrangement. The Eight Capital Fairness Opinion does not address the merits of the underlying decision by Westleaf to enter into the Arrangement Agreement or the Arrangement and does not constitute, nor should it be construed as, a recommendation to any Westleaf Shareholder as to how such Westleaf Shareholder should vote with respect to the Westleaf Change in Management Resolution or any related matter. Westleaf Shareholders are urged to read the Eight Capital Fairness Opinion in its entirety.**

See Appendix K for the full text of the Eight Capital Fairness Opinion and "*The Arrangement – Fairness Opinions – Eight Capital Fairness Opinion*".

AltaCorp Fairness Opinion

The WGBC Board engaged AltaCorp to prepare and deliver the AltaCorp Fairness Opinion to the WGBC Board. AltaCorp has provided the AltaCorp Fairness Opinion to the WGBC Board to the effect that, as of November 20, 2019, and based upon and subject to the assumptions, limitations and qualifications contained therein, that the consideration to be paid by Westleaf to WGBC Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the WGBC Shareholders.

The summary of the AltaCorp Fairness Opinion in this Information Circular is qualified in its entirety by reference to the full text of the AltaCorp Fairness Opinion. The AltaCorp Fairness Opinion is subject to the assumptions, qualifications and limitations contained therein and should be read in its entirety. **The AltaCorp Fairness Opinion was provided for the information and assistance of the WGBC Board in connection with its consideration of the Arrangement. The AltaCorp Fairness Opinion does not address the merits of the underlying decision by WGBC to enter into the Arrangement Agreement or the Arrangement and does not constitute, nor should it be construed as, a recommendation to any WGBC Securityholder as to how such WGBC Securityholder should vote with respect to the WGBC Arrangement Resolution or any related matter.**

See Appendix L for the full text of the AltaCorp Fairness Opinion and "*The Arrangement – Fairness Opinions – AltaCorp Fairness Opinion*"

Recommendations of the Westleaf Board and the WGBC Board

The Westleaf Board has considered the Arrangement and has unanimously concluded that the acquisition of WGBC by Westleaf through the Arrangement in consideration for Westleaf Shares, as set forth in the Arrangement Agreement, is in the best interests of Westleaf and unanimously recommends that the Westleaf Shareholders vote to approve the Westleaf Change in Management Resolution.

The WGBC Board has considered the Arrangement and has unanimously concluded that the Arrangement is in the best interests of WGBC and based upon the AltaCorp Fairness Opinion, determined that the consideration to be paid by Westleaf to the WGBC Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the WGBC Shareholders and unanimously recommends that the WGBC Securityholders vote to approve the

WGBC Arrangement Resolution.

See "*The Arrangement – Recommendations of the Westleaf Board and the WGBC Board*".

Dissent Rights

Pursuant to Division 2 of Part 8 of the BCBCA, as modified by the Interim Order and the Plan of Arrangement, Dissenting WGBC Shareholders have the right to dissent with respect to the WGBC Arrangement Resolution. Each Dissenting WGBC Shareholder is entitled to be paid the fair value (determined as of immediately before the passing of the WGBC Arrangement Resolution) of all, but not less than all, of the holder's WGBC Shares, provided that the holder duly dissents to the WGBC Arrangement Resolution in accordance with the terms of the Plan of Arrangement and the Interim Order and the Arrangement becomes effective.

To exercise Dissent Rights, a WGBC Shareholder must dissent with respect to all WGBC Shares of which it is the registered and beneficial owner. A registered holder of WGBC Shares who wishes to dissent must deliver a written Dissent Notice to WGBC as set forth below and such Dissent Notice must strictly comply with the requirements of Section 242 of the BCBCA, as modified by the Interim Order and the Plan of Arrangement, provided that, notwithstanding Section 242(1)(a) of the BCBCA, a WGBC Shareholder who wishes to exercise Dissent Rights must ensure that a Dissent Notice is received by WGBC at the offices of McCarthy Tétrault LLP, 421-7 Avenue S.W., Suite 4000, Calgary, Alberta, T2P 4K9 Attention: Nathan Robb not later than 10:00 a.m. (Vancouver time) on December 16, 2019 or not less than 48 hours (excluding Sundays, Saturdays and statutory holidays in the Province of British Columbia) prior to the time set for the WGBC Meeting or to any adjournments of the WGBC Meeting. Any failure by a WGBC Shareholder to fully comply with the provisions of the BCBCA as modified by the Plan of Arrangement and the Interim Order, may result in the loss of that holder's Dissent Rights. See "*Rights of Dissent*".

It is a mutual condition to Closing and a condition to Westleaf's obligation to complete the Arrangement that WGBC Shareholders holding no more than 5% of the WGBC Shares shall have exercised Dissent Rights that have not been withdrawn as at the Effective Date.

The statutory provisions covering the right to dissent are technical and complex. **A Dissenting WGBC Shareholder who intends to exercise the Dissent Rights should carefully consider and comply with the provisions of the BCBCA, as modified by the Interim Order and the Plan of Arrangement. Failure to adhere to the procedures established therein may result in the loss of all rights thereunder. Accordingly, each Dissenting WGBC Shareholder who might desire to exercise Dissent Rights should consult its own legal advisor.**

See *"Rights of Dissent" and "The Arrangement Agreement – Conditions to Completion of the Arrangement – Additional Conditions in Favour of Westleaf".*

Anticipated Benefits of the Arrangement

Westleaf and WGBC have identified the following potential benefits following Closing:

- WGBC's Qwest Brand has established itself as a leading cannabis

brand, recognized for ultra-premium quality products and rare flower varieties, evidenced by its leading realized selling prices in the Canadian recreational market and strong demand across various distribution channels and the Arrangement positions Westleaf following Closing to accelerate growth of the Qwest Brand through Westleaf's assets by expanding into cannabis derivative products, adding craft-style cultivation capacity, and owning the relationship with the consumer through its award winning wholly owned retail stores, Prairie Records;

- the Arrangement combines WGBC's current production and Westleaf's nearly completed Thunderchild cultivation facility, creating one of the largest craft producers in Canada with a core focus on producing the highest quality cannabis and cannabis derivative products for the recreational market;

- as a result of the Arrangement and the combined resources of Westleaf and WGBC, WGBC's access to an extensive genetic library is anticipated to be commercialized on an accelerated basis to bring novel, differentiated cannabis products to market;

- Westleaf brings scalable extraction and product manufacturing assets which is expected to enable the Qwest Brand to expand its ultra-premium product lines into high margin derivative cannabis products in time to meet the expected demand for cannabis 2.0 products;

- in connection with the Arrangement ATB Financial has committed, subject to customary conditions precedent to be satisfied prior to or concurrent with Closing, to provide approximately $8,900,000 of additional credit and liquidity through the issuance of a new term loan ($4,700,000) and removal of the restricted cash requirement (approximately $4,200,000) under Westleaf's current subsidiary level credit facilities (which are expected to be consolidated at the Westleaf parent level in connection with Closing). Following Closing, Westleaf's remaining infrastructure projects are anticipated to be fully funded;

- WGBC has demonstrated a disciplined approach to sustainable profitability, achieving positive Adjusted EBITDA and net income in Q3 2019 enabling the Arrangement to be immediately accretive to Westleaf;

- the Arrangement is the most favorable strategic alternative known to be available to WGBC and Westleaf;

- the Arrangement Agreement was the result of a comprehensive negotiation process and was undertaken with the oversight and participation of the WGBC Board, the Westleaf Board and their respective legal and financial advisors, and those negotiations resulted in terms and conditions that are reasonable in the judgment of the WGBC Board and the Westleaf Board;

- all of the directors and officers of WGBC and certain WGBC Shareholders, representing in aggregate approximately 36% of the outstanding WGBC Shares and 74% of the WGBC Options eligible

to vote at the WGBC Meeting, have entered into the WGBC Support Agreements pursuant to which they have agreed, among other things, to vote their WGBC Shares and/or WGBC Options in favour of the WGBC Arrangement Resolution and to otherwise support the Arrangement;

- under the Arrangement Agreement, the WGBC Board and the Westleaf Board each retain the ability to consider and respond to Superior Proposals until approval of the Arrangement by the Westleaf Shareholders, WGBC Shareholders and WGBC Optionholders on the specific terms and conditions set forth in the Arrangement Agreement;

- the likelihood that the conditions to complete the Plan of Arrangement will be satisfied, including the nature of the approvals and consents required by both Westleaf and WGBC to be obtained as a condition to completing the Plan of Arrangement;

- the Arrangement will only become effective if, after hearing from all interested Persons who choose to appear before it, the Court approves the Arrangement, and in doing so makes the determination that the Arrangement is fair both substantively and procedurally to the WGBC Securityholders;

- the registered WGBC Shareholders will be granted the right to dissent with respect to the Arrangement and receive the fair value of their WGBC Shares through a court proceeding in which a court could determine that the fair value is more than, equal to, or less than the consideration;

- the complementary nature of Westleaf and WGBC's combined asset base provides significant upside and the potential for improved efficiencies; and

- the Arrangement provides Westleaf Shareholders and WGBC Securityholders with an opportunity to participate in a larger entity with an experienced management team and board of directors.

See "*The Arrangement – Anticipated Benefits of the Arrangement*".

Consent from Holders of Westleaf Debentures

On November 7, 2019, Westleaf sought and received consent, in writing, from holders of 50% of the principal amount of outstanding Westleaf Debentures, to: (a) the Arrangement; (b) providing a waiver and modification of the Debenture Indenture, so that the Arrangement will not require Westleaf to repurchase the Westleaf Debentures; and (c) an amendment of the conversion price of the Westleaf Debentures from $1.30 to $0.45 per Westleaf Share. Pursuant to the Arrangement Agreement, it is a condition of Closing that, Westleaf receive consent to the foregoing matters from holders of at least $66^{2/3}$% of the principal amount of outstanding Westleaf Debentures prior to Closing.

See "*The Arrangement – Background in Respect of Westleaf*".

Market for Securities and

The Westleaf Shares are listed on the TSXV under the symbol "WL" and the Westleaf Debentures are listed on the TSXV under the symbol "WL.DB". On

Trading Price

November 7, 2019, the last trading day on which the Westleaf Shares traded prior to the announcement of the Arrangement, the closing price of the Westleaf Shares on the TSXV was $0.30. On November 19, the last trading day before the date of this Information Circular, the closing price of the Westleaf Shares on the TSXV was $0.19 and the closing price of the Westleaf Debentures on the TSXV was $53.11.

See Appendix G – *Information Concerning Westleaf Inc. – Price Range and Volume of Trading of the Westleaf Shares*.

Procedure for Exchange of WGBC Shares, WGBC Options and WGBC Warrants

A Letter of Transmittal is being sent to registered WGBC Shareholders with this Information Circular. From and after the Effective Time, certificates or DRS Advices formerly representing WGBC Arrangement Shares shall represent only the right to receive Westleaf Shares to which the holders thereof are entitled pursuant to the Arrangement. In order to receive Westleaf Shares following Closing, registered holders of WGBC Arrangement Shares must deposit with the Depositary (at the addresses specified in the Letter of Transmittal) a duly completed Letter of Transmittal together with the certificates or DRS Advices representing the holder's WGBC Arrangement Shares and such other documents and instruments as the Depositary may reasonably require.

WGBC Shareholders whose WGBC Arrangement Shares are registered in the name of a broker, dealer, bank, trust company or other nominee must contact their nominee to deposit their WGBC Arrangement Shares.

In addition, from and after the Effective Time, agreements formerly representing WGBC Options and WGBC Warrants shall only represent the right to receive Westleaf Options and Westleaf Replacement Warrants to which the holders thereof are entitled pursuant to the Arrangement.

See "*The Arrangement – Procedure for the Arrangement Becoming Effective*".

Treatment of Fractional Securities

No DRS Advices representing fractional Westleaf Shares or instruments representing fractional Westleaf Options or fractional Westleaf Replacement Warrants shall be issued pursuant to the Arrangement. In the event that a WGBC Shareholder, WGBC Optionholder or WGBC Warrantholder would otherwise be entitled to fractional Westleaf Shares, Westleaf Options or Westleaf Replacement Warrants, the number of Westleaf Shares, Westleaf Options or Westleaf Replacement Warrants issued to such holder of WGBC Arrangement Shares, WGBC Options or WGBC Warrants shall be rounded up to the next greater whole number of Westleaf Shares, Westleaf Options or Westleaf Replacement Warrants, as applicable, if the fractional entitlement is greater than or equal to 0.5 and shall, without any additional compensation, be rounded down to the next whole number of Westleaf Shares, Westleaf Options or Westleaf Replacement Warrants, as applicable, if the fractional entitlement is less than 0.5. In calculating such fractional interests, all WGBC Arrangement Shares, WGBC Options and/or WGBC Warrants registered in the name of or beneficially held by such WGBC Shareholder, WGBC Optionholder or WGBC Warrantholder, as applicable, or their nominee shall be aggregated.

Westleaf Support Agreements	All of the directors and officers of Westleaf, who beneficially own, or exercise control or direction over, approximately 19% of the outstanding Westleaf Shares, have entered into Westleaf Support Agreements. The Westleaf Support Agreements provide, among other things, that such parties will vote all of their Westleaf Shares in favour of the Westleaf Change in Management Resolution and otherwise support the Arrangement. See "*The Arrangement – Westleaf Support Agreements*".
WGBC Support Agreements	All of the directors and officers and certain WGBC Shareholders, who beneficially own, or exercise control or direction over, approximately 36% of the outstanding WGBC Shares and 74% of the outstanding WGBC Options, have entered into WGBC Support Agreements. The WGBC Support Agreements provide, among other things, that such parties will vote all of their WGBC Shares and/or WGBC Options in favour of the WGBC Arrangement Resolution. See "*The Arrangement – WGBC Support Agreements*".
Summary of Canadian Federal Income Tax Considerations	This Information Circular contains a summary of the principal Canadian federal income tax considerations relevant to WGBC Securityholders with respect to the Arrangement. See "*Principal Canadian Federal Income Tax Considerations*".
Other Tax Considerations	**This Information Circular does not address any tax considerations of the Arrangement other than Canadian income tax considerations. WGBC Securityholders who are resident in jurisdictions other than Canada should consult their tax advisors with respect to the tax implications of the Arrangement, including any associated filing requirements, in such jurisdictions and with respect to the tax implications in such jurisdictions of owning Westleaf after the Arrangement. WGBC Securityholders should also consult their own tax advisors regarding provincial, state or territorial tax considerations of the Arrangement or of holding Westleaf Shares and/or Westleaf Options.**

Selected Pro Forma Financial Information for Westleaf upon Completion of the Arrangement

The following table sets forth certain selected pro forma consolidated financial information for Westleaf after giving effect to the Arrangement. Such unaudited pro forma consolidated financial information is based on certain assumptions and adjustments and are not necessarily indicative of Westleaf's consolidated financial position if the events reflected therein were in effect for the periods presented, nor do they purport to project the Westleaf's financial position or results from operations for any future period. Actual amounts recorded upon Closing will differ from the pro forma information presented below. No attempt has been made to calculate or estimate potential synergies between WGBC and Westleaf.

	Pro Forma as at June 30, 2019 after Giving Effect to the Arrangement and Assuming the Maximum Subscription Receipt Financing
Current Assets	$30,922,000
Current Liabilities	$13,048,000
Shareholders' Equity	$58,273,000

Risk Factors

Risk factors related to the Arrangement include:

- Westleaf and WGBC may fail to realize the anticipated benefits of the Arrangement;
- the conditions to Closing may not be satisfied or waived which may result in the Arrangement not being completed;
- each of Westleaf and WGBC will incur significant costs relating to the Arrangement, regardless of whether the Arrangement is completed or not completed;
- if the Arrangement is not completed, the future business and operations of each of Westleaf and WGBC could be harmed;
- fluctuations in the trading price of the Westleaf Shares on the TSXV may require Westleaf and WGBC to reduce the price at which the Subscription Receipts are offered under the Subscription Receipt Financing and/or reduce the exercise price of the Westleaf Replacement Warrants issuable in exchange for WGBC Warrants;
- WGBC Shareholders that are not holders of WGBC Class C Shares will receive Westleaf Shares on a fixed exchange ratio, which may not reflect the current market value;
- WGBC Shareholders that are holders of WGBC Class C Shares will receive Westleaf Shares on a one-for-one basis, which may not reflect the current market value;
- WGBC Optionholders will receive Westleaf Options on a fixed exchange ratio, which may not reflect the current market value; and
- WGBC Warrantholders will receive Westleaf Replacement Warrants on a one-for-one basis, which may not reflect the current market

value.

See "*Risk Factors Relating to the Arrangement*".

The risk factors listed above are an abbreviated list of risk factors summarized under "*Risk Factors Relating to the Arrangement*". For a description of Westleaf's risk factors, see the Westleaf AIF, which is incorporated herein by reference and for a description of WGBC's risk factors, see Appendix J – *Information Concerning We Grow BC Ltd. – Risk Factors*. Westleaf Shareholders and WGBC Securityholders should carefully consider all such risk factors.

THE WESTLEAF MEETING

Financial Statements and Independent Auditors' Report

The audited financial statements of Westleaf for the year ended December 31, 2018 and the independent auditors' report thereon, and the management's discussion and analysis related thereto, will be presented at the Westleaf Meeting. No vote by the Westleaf Shareholders with respect to this matter will be required. The Westleaf Board approved the financial statements upon recommendation of the Westleaf Audit Committee prior to their delivery to the Westleaf Shareholders.

Fixing the Number of Directors

At the Westleaf Meeting, Westleaf Shareholders will be asked to consider and, if thought advisable, approve an ordinary resolution fixing the number of directors for the present time at seven, as may be adjusted between Westleaf Shareholders' meetings by way of resolution of the Westleaf Board. Accordingly, unless otherwise directed and if named as a proxy, it is the intention of the Persons named in the accompanying Instrument of Proxy to vote in favour of an ordinary resolution fixing the number of directors to be elected at the Westleaf Meeting at seven. In order to be effective, the ordinary resolution in respect of fixing the number of directors to be elected at the Westleaf Meeting at seven must be passed by a majority of the votes cast by Westleaf Shareholders who vote in respect of this ordinary resolution.

Election of Directors

At the Westleaf Meeting, Westleaf Shareholders will be asked to elect seven directors to hold office until the next annual meeting of Westleaf or until their successors are elected or appointed. Each director nominee will be elected on an individual basis and not as a member of a slate.

Unless otherwise directed and if named as a proxy, it is the intention of the Persons named in the accompanying Instrument of Proxy to vote in favour of ordinary resolutions in favour of the election as directors of the seven nominees set forth below. Management does not contemplate that any of such nominees will be unable to serve as a director. The accompanying Instrument of Proxy provides for Westleaf Shareholders to vote for each director individually. In order to be effective, the ordinary resolutions in respect of the election of each nominee director must be passed by a majority of the votes cast by Westleaf Shareholders who vote in respect of such ordinary resolutions.

Scott Hurd	Stephen Mason
Robb McNaughton	Kareen Stangherlin
Delbert Wapass	John Radostits
Cody Church	

If the Arrangement is approved, upon Closing, the Westleaf Board will consist of five members, being Cody Church and Delbert Wapass, each of whom will be nominees of Westleaf, and Benjamin Sze, Michael Kelly and Paul Wilson, each of whom will be nominees of WGBC. It is expected that Benjamin Sze will serve as Chief Executive Officer, Scott Hurd will serve as President, Taylor Ethans will serve as Chief Financial Officer, Gary Leong will serve as Chief Compliance Officer and Adam Coates will serve as Executive Vice-President, Commercial. See Appendix G – *Information Concerning Westleaf Inc*.

The names and residence of the persons nominated for election as directors, the number of voting securities of Westleaf beneficially owned or controlled or directed, directly or indirectly, the offices held by each in Westleaf, the period served as director and the principal occupation of each are set forth below. The information as to Westleaf Shares and Westleaf Options beneficially owned or controlled or directed, directly or indirectly, is based upon information furnished to Westleaf by the nominees.

Name, Province and Country of Residence	Offices Held and Time as Director or Officer	Principal Occupation (for last 5 years)	Holdings of Westleaf Shares (Westleaf Options)
Scott Hurd Alberta, Canada	Director, President and Chief Executive Officer since August, 2017	President, Chief Executive Officer, and Director of Westleaf from August 2017 to present. Former Vice President of Business Development at Grafton Asset Management from February 2013 to February 2018.	6,500,000 (1,310,000)
Delbert Wapass[3] Saskatchewan, Canada	Director since August 2018	Chief of Thunderchild First Nation from October 2010 to October 2018.	235,294 (100,000)
Kareen Stangherlin[1][2][7] Alberta, Canada	Director since September 2018.	Chief Executive Officer of Zelos Capital Ltd. from May 2016 to present. Chief Executive Officer of KMS Proprieta Ltd. from February 2011 to April 2016. Chief Financial Officer and Chief Compliance Officer of Grafton Asset Management from March 2012 to September 2015.	291,500 (180,000)
Robb McNaughton[1][2][5] Alberta, Canada	Director since January 2018.	Partner at Borden Ladner Gervais from July 2013 to present.	67,674[5] (124,000)
Stephen Mason[1][4] Alberta, Canada	Director and Executive Chairman since November 2017.	President and Chief Executive Officer of Talio Resources Ltd. from January 2016 to present. Served as President and Chief Executive Officer of Talio Energy Ltd. from July 2015 to August 2018.	6,600,000[4] (200,000)
John Radostits[6] Alberta, Canada	Director since May 2019.	President of Radco Group from 1992 to present. Chief Executive Officer of Canndara Capital from October 2017 to present.	4,280,926[6] (N/A)
Cody Church Alberta, Canada	Director since July 2019.	President and Chief Executive Officer of Clear North Capital. Co-founder and Senior Managing Director of TriWest Capital Partners from 1997 to 2018.	258,823 (N/A)

Notes:

(1) Member of the Westleaf Audit Committee.
(2) Member of the Westleaf Compensation, Corporate Governance and Nominating Committee.
(3) Delbert Wapass is the former chief of the Thunderchild First Nation. Thunder Developments Inc., an affiliate of Thunderchild First Nation holds 16,000,000 Westleaf Shares.
(4) Stephen Mason holds 6,600,000 Westleaf Shares through Resina Resources Ltd., a company controlled by him.
(5) Robb McNaughton holds 67,647 Westleaf Shares through Aoi Maru Corp., a company controlled by him.
(6) John Radostits holds 4,266,926 Westleaf Shares through Fireweed Holdings Inc., a company controlled by him.
(7) Kareen Stangherlin holds 51,500 Westleaf Shares through Zelos Capital Ltd., a company controlled by her.

Cease Trade Orders, Bankruptcies, Penalties or Sanctions

Other than as described below, no director is as at the date hereof, or has been, within 10 years of the date hereof, a director or chief executive officer or chief financial officer of any company, including Westleaf, that: (a) while that person was acting in that capacity, was the subject of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, for a period of more than 30 consecutive days; or (b) was subject to an event that resulted in such company, after the director or executive officer ceased to be a director chief executive officer or chief financial officer of the company, being the subject of a cease trade or similar order or an order that denied the relevant company access to any exemption under securities legislation, for a

period of more than 30 consecutive days and which resulted from an event that occurred while that person was acting in the capacity as a director, chief executive officer or chief financial officer.

Mr. McNaughton was a director of Brevia Energy Inc. which was a private oil and gas company incorporated and active in Alberta, Canada and filed for receivership in February of 2016.

No director is as at the date hereof, or has been, other than as disclosed below, within 10 years of the date hereof, a director or chief executive officer of any company, including Westleaf, that: (a) while that person was acting in their capacity, or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or became subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold its assets; or (b) has become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceeding, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of the proposed director.

In addition, no director has been subject to: (a) any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority; or has entered into a settlement agreement with a securities regulatory authority, or (b) any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable securityholder in deciding whether to vote for a proposed director.

Appointment of Auditors

Unless otherwise directed and if named as a proxy, it is the intention of the Persons named in the accompanying Instrument of Proxy to vote in favour of an ordinary resolution to re-appoint the firm of KPMG LLP to serve as auditors of Westleaf until the next annual meeting of the Westleaf Shareholders and to authorize the directors to fix their remuneration. In order to be effective, the ordinary resolution appointing auditors of Westleaf and authorizing the directors to fix their remuneration must be passed by a majority of the votes cast by Westleaf Shareholders in respect of such resolution. KPMG LLP has been Westleaf's auditors since July 16, 2019.

Prior to July 16, 2019, MNP LLP had served as Westleaf's auditors since June 12, 2018. The Westleaf Board subsequently determined that it was in the best interests of Westleaf to change the auditors of Westleaf from MNP LLP to KPMG LLP. Accordingly, at the request of the Westleaf Board, MNP LLP resigned as the auditors of Westleaf on July 16, 2019. Effective July 16, 2019, the Westleaf Board appointed KPMG LLP to fill the vacancy created by the resignation of MNP LLP.

In accordance with NI 51-102, attached to this Information Circular as Appendix M are the following documents:

(a) Notice of Change of Auditor;

(b) Letter from MNP LLP dated July 16, 2019, which was prepared in accordance with Subsection 4.11(5)(a)(ii)(B) of NI 51-102; and

(c) Letter from KPMG LLP dated July 16, 2019, which was prepared in accordance with Subsection 4.11(6)(a)(ii)(B) of NI 51-102.

Approval of Westleaf Option Plan and Westleaf Option Plan Amendment

Pursuant to TSXV Policy 4.4, Westleaf is permitted to maintain a fixed number stock option plan reserving for issuance pursuant to stock options, a specified number of Westleaf Shares, up to a maximum of, when combined with the Westleaf RSU Plan, 20% of the issued and outstanding Westleaf Shares as of the date of implementation of the stock option plan. In accordance with TSXV Policy 4.4, in the event Westleaf increases its issued and outstanding share capital as part of a transaction involving the issuance of Westleaf Shares, subject to TSXV acceptance and Westleaf Shareholder approval, Westleaf may amend its fixed number stock option plan and base the amount of Westleaf Shares reserved for issuance under the stock option plan on the number of Westleaf Shares that

will be issued and outstanding upon completion of such transaction, thereby increasing the maximum number or percentage (as the case may be) of Westleaf Shares that may be reserved for issuance under the plan.

Westleaf Shareholders will therefore be asked at the Westleaf Meeting to consider, and if thought advisable, approve: (a) an amendment to the Westleaf Option Plan to provide for an increase to the maximum number of Westleaf Shares reserved for issuance under the Westleaf Option Plan through the reservation of, when combined with the Westleaf RSU Plan, an aggregate amount of Westleaf Shares which is equal to 20% of the total number of Westleaf Shares that will be issued and outstanding upon Closing; and (b) the Westleaf Option Plan, as amended. As of the date of this Information Circular, Westleaf has 3,014,400 outstanding Westleaf Options at an exercise price of $0.50.

For a description of the Westleaf Option Plan, see Appendix G – *Information Concerning Westleaf Inc*. The summary of the Westleaf Option Plan contained in Appendix G – *Information Concerning Westleaf Inc*. – *Stock Option Plans and Other Incentive Plans* – *Westleaf Option Plan*, and is subject to the specific provisions of the Westleaf Option Plan.

Accordingly, at the Westleaf Meeting, Westleaf Shareholders will be asked to consider and, if thought advisable, approve an ordinary resolution in the following form:

"**BE IT RESOLVED THAT:**

1. The stock option plan (the "**Westleaf Option Plan**") of Westleaf Inc. ("**Westleaf**") be amended such that the maximum number of common shares of Westleaf (the "**Westleaf Shares**") available for issuance from treasury pursuant to stock options be, subject to the other terms and conditions of the Westleaf Option Plan, increased from a fixed maximum of 20,653,269 Westleaf Shares (representing 20% of the issued and outstanding Westleaf Shares as at December 28, 2018) to a fixed maximum equal to, when combined with the Westleaf restricted share unit award plan, an aggregate amount of Westleaf Shares which is equal to 20% of the Westleaf Shares issued and outstanding upon completion of the arrangement under Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) involving We Grow BC Ltd. ("**WGBC**"), Westleaf and certain securityholders of WGBC, as more particularly described in the joint management information circular of WGBC and Westleaf dated November 20, 2019;

2. The Westleaf Option Plan, as amended above, and in the form substantially as set forth in Appendix H – *Westleaf Option Plan* to the accompanying joint management information circular and proxy statement of Westleaf and WGBC dated November 20, 2019, be and is hereby authorized, approved and adopted;

3. Any one director or officer of Westleaf be and is hereby authorized to amend the Westleaf Option Plan should such amendments be required by applicable regulatory authorities including, but not limited to, the TSX Venture Exchange on which the common shares of Westleaf are listed;

4. Any one director or officer of Westleaf be and is hereby authorized, upon the board of directors of Westleaf resolving to give effect to this resolution, to take all necessary acts and proceedings, to execute and deliver and file any and all applications, declarations, documents and other instruments to do all such other acts and things (whether under corporate seal of Westleaf or otherwise) that may be necessary or desirable to give effect to the provisions of this resolution;

5. Notwithstanding the approval of the shareholders of Westleaf as herein provided, the board of directors of Westleaf may, without the further approval of the shareholders of Westleaf, revoke the above resolution at any time if the board of directors of Westleaf determines, in its sole discretion, that it would be in the best interests of Westleaf to do so."

Unless otherwise directed and if named as a proxy, it is the intention of the Persons named in the accompanying Instrument of Proxy to vote in favour of the ordinary resolution above. In order to be effective, the ordinary resolution in respect of the approval of the Westleaf Option Plan and the amendment thereto, must be passed by a majority of the votes cast by Westleaf Shareholders who vote in respect of this resolution.

Approval of Westleaf RSU Plan and Westleaf RSU Plan Amendment

Pursuant to TSXV Policy 4.4, Westleaf is permitted to maintain a fixed number restricted share unit award plan reserving for issuance pursuant to the exercise of restricted share unit awards a specified number of Westleaf Shares, up to a maximum of, when combined with the Westleaf Option Plan, 20% of the issued and outstanding Westleaf Shares as at the date of implementation of the restricted share unit award plan. In accordance with TSXV Policy 4.4, in the event Westleaf increases its issued and outstanding share capital as part of a transaction involving the issuance of Westleaf Shares, subject to TSXV acceptance and Westleaf Shareholder approval, Westleaf may amend its fixed number restricted share unit award plan and base the amount of Westleaf Shares reserved for issuance under the restricted share unit award plan on the number of Westleaf Shares that will be issued and outstanding upon completion of such transaction, thereby increasing the maximum number or percentage (as the case may be), of Westleaf Shares that may be reserved for issuance under the plan.

Westleaf Shareholders will therefore be asked at the Westleaf Meeting to consider, and if thought advisable, approve: (a) an amendment the Westleaf RSU Plan to provide for an increase to the maximum number of Westleaf Shares reserved for issuance under the Westleaf RSU Plan through the reservation of, when combined with the Westleaf Option Plan, an aggregate amount of Westleaf Shares which is equal to 20% of the total number of Westleaf Shares that will be issued and outstanding upon Closing; and (b) the Westleaf RSU Plan, as amended. As of the date of this Information Circular, Westleaf has 8,785,739 outstanding Westleaf RSUs.

For a description of the current Westleaf RSU Plan, see Appendix G – *Information Concerning Westleaf Inc*. The summary of the current Westleaf RSU Plan contained in Appendix G – *Information Concerning Westleaf Inc*. – *Stock Option Plans and Other Incentive Plans – Westleaf Restricted Share Unit Award Plan* and is subject to the specific provisions of the current Westleaf RSU Plan.

Accordingly, at the Westleaf Meeting, Westleaf Shareholders will be asked to consider and, if thought advisable, approve an ordinary resolution in the following form:

"**BE IT RESOLVED THAT:**

1. The restricted share unit award plan (the "**Westleaf RSU Plan**") of Westleaf Inc. ("**Westleaf**") be amended such that the maximum number of common shares of Westleaf (the "**Westleaf Shares**") available for issuance from treasury upon the vesting of the restricted share units outstanding be, subject to the other terms and conditions of the Westleaf RSU Plan, increased from a fixed maximum of 20,653,269 Westleaf Shares (representing 20% of the issued and outstanding Westleaf Shares as at December 28, 2018) to a fixed maximum equal to, when combined with the Westleaf stock option plan, an aggregate amount of Westleaf Shares which is equal to 20% of the Westleaf Shares issued and outstanding upon completion of the arrangement under Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) involving We Grow BC Ltd. ("**WGBC**"), Westleaf and certain securityholders of

WGBC, as more particularly described in the joint management information circular of WGBC and Westleaf dated November 20, 2019;

2. The Westleaf RSU Plan, as amended above, and in the form substantially as set forth in Appendix I – *Westleaf RSU Plan* to the accompanying joint management information circular and proxy statement of Westleaf and WGBC. dated November 20, 2019, be and is hereby authorized, approved and adopted;

3. Any one director or officer of Westleaf be and is hereby authorized and directed to amend the Westleaf RSU Plan should such amendments be required by applicable regulatory authorities including, but not limited to, the TSX Venture Exchange on which the common shares of Westleaf are listed;

4. Any one or more directors or officers be and are hereby authorized, upon the board of directors of Westleaf resolving to give effect to this resolution, to take all necessary acts and proceedings, to execute and deliver and file any and all applications, declarations, documents and other instruments to do all such other acts and things (whether under corporate seal of Westleaf or otherwise) that may be necessary or desirable to give effect to the provisions of this resolution; and

5. Notwithstanding the approval of the shareholders of Westleaf as herein provided, the board of directors of Westleaf may, in its sole discretion, revoke this resolution before it is acted upon, without further approval of the shareholders of Westleaf."

Unless otherwise directed and if named as a proxy, it is the intention of the Persons named in the accompanying Instrument of Proxy to vote in favour of the ordinary resolution above. In order to be effective, the ordinary resolution in respect of the approval of Westleaf RSU Plan and the amendment thereto, must be passed by a majority of the votes cast by Westleaf Shareholders who vote in respect of this resolution.

Approval of the Westleaf Change in Management Resolution

At the Westleaf Meeting, Westleaf Shareholders will be asked to consider, and if thought advisable, approve with or without variation, the Westleaf Change in Management Resolution.

Accordingly, at the Westleaf Meeting, Westleaf Shareholders will be asked to consider and, if thought advisable, approve an ordinary resolution in the following form:

"**BE IT RESOLVED THAT:**

1. The change in management of Westleaf Inc. ("**Westleaf**") in connection with the arrangement under Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) involving We Grow BC Ltd. ("**WGBC**"), Westleaf and certain securityholders of WGBC, as more particularly described in the joint management information circular of WGBC and Westleaf dated November 20, 2019, be and is hereby authorized and approved.

2. Any one director or officer of Westleaf be and is hereby authorized and directed to do all things and to execute and deliver all documents and

instruments as may be necessary or desirable to carry out the terms of this resolution; and

3. Notwithstanding that this resolution has been passed by the shareholders of Westleaf, the approval of the proposed Change in Management is conditional upon receipt of final approval from the TSX Venture Exchange and the directors of Westleaf (the "**Westleaf Board**") may, without the further approval of the Westleaf Shareholders, revoke the above resolution at any time if the Westleaf Board determines, in its sole discretion, that it would be in the best interests of Westleaf to do so."

Unless otherwise directed and if named as a proxy, it is the intention of the Persons named in the accompanying Instrument of Proxy to vote in favour of the ordinary resolution above. In order to be effective, the Westleaf Change in Management Resolution, being an ordinary resolution, must be passed by a majority of the votes cast by Westleaf Shareholders who vote in respect of this resolution.

Additional Business

At the Westleaf Meeting, the Westleaf Shareholders will also transact such further or other business as may properly come before the Westleaf Meeting or any adjournments or postponements thereof. Management of Westleaf knows of no amendments, variations or other matters to come before the Westleaf Meeting, other than the matters referred to in the Notice of Meeting. However, if any other matter properly comes before the Westleaf Meeting, the accompanying Instrument of Proxy confers discretionary authority to vote on such amendments, variations and other matters and the Persons named in the accompanying Instrument of Proxy, if named as proxy, will vote on such matter in accordance with their best judgment.

THE WGBC MEETING

WGBC Optionholders will only be entitled to vote on the WGBC Arrangement Resolution at the WGBC Meeting and not any other matters to be considered at the WGBC Meeting, if any.

Approval of the Arrangement

At the WGBC Meeting, pursuant to the Interim Order, WGBC Shareholders and WGBC Optionholders will be asked to consider, and if thought advisable, approve with or without variation, the WGBC Arrangement Resolution.

Pursuant to the Interim Order, the number of votes required to pass the WGBC Arrangement Resolution is not less than: (a) $66^{2/3}$% of the votes cast on the WGBC Arrangement Resolution by WGBC Shareholders, present in person or represented by proxy at the WGBC Meeting, voting together as a single class; and (b) $66^{2/3}$% of the votes cast on the WGBC Arrangement Resolution by WGBC Optionholders, present in person or represented by proxy at the WGBC Meeting, voting together as a single class. The WGBC Arrangement Resolution must receive the requisite WGBC Shareholder and WGBC Optionholder approval in order for WGBC to seek the Final Order and implement the Arrangement on the Effective Date in accordance with the terms of the Final Order.

See "*The Arrangement*" and "*The Arrangement Agreement*" for further details regarding the Arrangement and the Arrangement Agreement, respectively.

A copy of the Arrangement Agreement is attached hereto as Appendix D. A copy of the WGBC Arrangement Resolution is attached hereto as Appendix A. A copy of the Plan of Arrangement is attached as Exhibit C to the Arrangement Agreement attached hereto as Appendix D.

Unless otherwise directed and if named as proxy, it is the intention of the Persons named in the accompanying Instrument of Proxy to vote in favour of the WGBC Arrangement Resolution. See "*General*

***Proxy Matters – Exercise of Discretion by Proxy Holders*". See "*The Arrangement*" and "*The Arrangement Agreement*" for further details regarding the Arrangement and the Arrangement Agreement, respectively.**

Additional Business

At the WGBC Meeting, the WGBC Shareholders will also transact such further or other business as may properly come before the WGBC Meeting or any adjournments or postponements thereof. Management of WGBC knows of no amendments, variations or other matters to come before the WGBC Meeting, other than the matters referred to in the Notice of Meeting. However, if any other matter properly comes before the WGBC Meeting, the accompanying Instrument of Proxy confers discretionary authority to vote on such amendments, variations and other matters and the Persons named in the accompanying Instrument of Proxy, if named as proxy, will vote on such matter in accordance with their best judgment.

THE ARRANGEMENT

Background of the Arrangement

The terms of the Arrangement are the result of arm's length negotiations between Westleaf and WGBC and their respective advisors. The following is a summary of material events leading up to the negotiation of the Arrangement Agreement and the execution of the Arrangement Agreement and public announcement of the Arrangement.

Background in Respect of Westleaf

On July 3, 2019, the Westleaf Board appointed a special committee (the "**Westleaf Special Committee**") consisting of Cody Church (Chair), Delbert Wapass, Kareen Stangherlin and John Radostits to consider, investigate, analyze, review, negotiate (when considered necessary) and provide advice and recommendations to the Westleaf Board in respect of potential strategic alternative transactions considered to be in the best interests of Westleaf. The Westleaf Special Committee also authorized the engagement of a financial advisor with a mandate to assist the Westleaf Special Committee in considering potential strategic alternative transactions. On July 12, 2019, the Westleaf Special Committee engaged Eight Capital as financial advisor.

In arriving at the Arrangement, the Westleaf Board and management team have reviewed and considered a variety of potential alternatives including, maintaining the status quo and pursuing Westleaf's current business plan, proceeding with an equity financing, asset dispositions and acquisitions and potential corporate merger or sale opportunities. WGBC was identified as an attractive merger candidate given, among other considerations, its complimentary asset base, established distribution and product sales and positive cash flow from operations.

On September 26, 2019, Westleaf received a draft non-binding term sheet from WGBC with respect to the proposed business combination between Westleaf and WGBC. At a meeting of the Westleaf Special Committee held on October 1, 2019, the Westleaf Special Committee discussed the non-binding term sheet received from WGBC. In conjunction therewith, management provided an overview of Westleaf's current and proposed operations and strategic considerations regarding the merger with WGBC. The non-binding term sheet outlined the material terms and the manner in which Westleaf and WGBC would consider implementing a business combination transaction. During the following days, management of each of WGBC and Westleaf continued their discussions in respect of the merits of a possible business combination, the terms thereof and exchanged a variety of information in connection therewith.

Management provided the Westleaf Special Committee with an update in respect of the most recent discussions with WGBC, due diligence and the material terms of the draft non-binding term sheet. After review of the draft non-binding term sheet, the Westleaf Special Committee approved the acceptance of the non-binding term sheet and on October 3, 2019, Westleaf and WGBC entered into the non-binding term sheet.

Background in Respect of WGBC

In arriving at the Arrangement, the WGBC Board and management team have reviewed and considered a variety of potential alternatives including, maintaining the status quo and pursuing WGBC's current business plan, proceeding with an equity or debt financing, potential acquisitions and potential corporate merger or sale opportunities. Westleaf was identified as an attractive merger candidate given, among other considerations, its complimentary asset base, access to capital markets, positive cash balance and public company platform.

Beginning on August 26, 2019 and continuing for a period of approximately two months, WGBC commenced due diligence on certain assets of Westleaf and entered into discussions with Westleaf in respect of a proposed business combination. Members of WGBC's management team and the WGBC Board participated in site tours of Westleaf's facilities in the month of September and engaged in a mutual confirmatory due diligence exercise beginning on September 11, 2019. On September 25, 2019 and October 4, 2019, WGBC respectively engaged external legal counsel and financial advisors to advise on the proposed business combination. Management and the WGBC Board met on a number of occasions during the last week of September 2019 to discuss the due diligence findings, recent discussions with Westleaf and the material terms to be proposed to Westleaf in connection with a potential business combination.

On September 26, 2019, WGBC sent a non-binding term sheet to Westleaf with respect to the proposed business combination between Westleaf and WGBC. Management of Westleaf and WGBC engaged in discussion over the following days with respect to the form of the proposed business combination and material terms thereof. Following the exchange of information relating to the businesses and the proposed transaction, Westleaf and WGBC entered into the non-binding term sheet on October 3, 2019.

Background in Respect of the Arrangement

Westleaf and WGBC entered into the non-binding letter of intent on October 3, 2019, which provided for a period of exclusive negotiation between Westleaf and WGBC in respect of a possible business combination and, during which period, each party would be permitted to conduct due diligence in respect of the other. Among other things, the proposal was subject to completing satisfactory due diligence, negotiation of a mutually satisfactory definitive transaction documentation and approval of the Westleaf Board and the WGBC Board.

Between late August 2019 and November 7, 2019, with the assistance of their respective legal and financial advisors, as the case may be, each of Westleaf and WGBC continued to conduct their due diligence reviews and the Parties negotiated the definitive terms of the draft Arrangement Agreement and related documentation. The due diligence reviews included: (a) information concerning the business, operations, property, assets, financial conditions, operating results and the prospects of each of Westleaf and WGBC; (b) historical information regarding the trading price and volumes of the Westleaf Shares; (c) current and prospective industry, economic and market conditions and trends affecting Westleaf and WGBC; (d) the financial position of the combined entity and its ability to fund its ongoing operations, in light of the capital expenditures required in connection therewith, and the ability of the combined entity to fund such capital expenditures; (e) the expected benefits of the proposed Arrangement for Westleaf, WGBC and their stakeholders, and the combined entity following the completion of the proposed Arrangement; (f) the risks associated with the completion and non-completion of the proposed Arrangement; and (g) the specific terms of the draft Arrangement Agreement.

On November 7, 2019, Westleaf sought and received consent, in writing, from holders of 50% of the principal amount of outstanding Westleaf Debentures, to: (a) the Arrangement; (b) providing a waiver and modification of the Debenture Indenture, so that the Arrangement will not require Westleaf to repurchase the Westleaf Debentures; and (c) an amendment of the conversion price of the Westleaf Debentures from $1.30 to $0.45 per Westleaf Share. Pursuant to the Arrangement Agreement, it is a condition of Closing that, Westleaf receive consent to the foregoing matters from holders of at least $66^{2/3}$% of the principal amount of outstanding Westleaf Debentures prior to Closing. See "*The Arrangement Agreement – Additional Conditions in Favour of WGBC".*

On November 4, 2019, AltaCorp provided the WGBC Board with its detailed financial analysis and advice in respect of WGBC, Westleaf and the proposed Arrangement and delivered its verbal opinion that, as at November 4, 2019 and subject to the review of the final form of definitive documents, the consideration to be paid by Westleaf to

the WGBC Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the WGBC Shareholders.

On November 7, 2019, the WGBC Board met with its legal counsel and financial advisors to review the terms of the proposed Arrangement Agreement and related matters and to receive a presentation from management and legal counsel on the results of the due diligence that had been conducted on Westleaf. At the meeting, WGBC's legal counsel reviewed in detail the terms and conditions of the Arrangement Agreement and reviewed with the WGBC Board the fiduciary duties of the WGBC Board, specifically in the context of the proposed terms of the Arrangement Agreement. At the meeting, the WGBC Board approved via unanimous resolution the Arrangement and the entering into of the Arrangement Agreement substantially in the form as provided to the WGBC Board.

On November 5, 2019, the Westleaf Board held meetings with its legal and financial advisors to discuss the results of due diligence reviews, the terms of the proposed Arrangement Agreement and related matters. At the meetings, Westleaf's legal advisors reviewed in detail due diligence matters, disclosure matters and the terms and conditions of the Arrangement Agreement. At that same meeting, Eight Capital provided the Westleaf Board with its detailed financial analysis and advice in respect of Westleaf, WGBC and the proposed Arrangement and delivered its verbal opinion that, as at November 5, 2019, and based on and subject to the assumptions, qualifications and limitations contained in the Eight Capital Fairness Opinion, the consideration to be paid by Westleaf for the acquisition of WGBC pursuant to the Arrangement, is fair, from a financial point of view, to Westleaf. A follow up Westleaf Board meeting was held on November 6, 2019 to provide an update on the status of the proposed Arrangement and related due diligence matters. Based, in part, on the advice and analysis provided by Eight Capital, in a written resolution dated November 7, 2019, the Westleaf Board unanimously determined that the acquisition of WGBC by Westleaf, through the Arrangement, in consideration for Westleaf Shares, as set forth in the Arrangement Agreement, was in the best interests of Westleaf and resolved unanimously to recommend that Westleaf Shareholders vote in favour of the Westleaf Change in Management Resolution.

The Arrangement Agreement, the Westleaf Support Agreements and the WGBC Support Agreements were subsequently finalized and were executed and delivered after markets closed on November 7, 2019. A news release announcing the Arrangement was issued by Westleaf on November 7, 2019.

Eight Capital delivered the written Eight Capital Fairness Opinion, and on November 19, 2019 the Westleaf Board approved this Information Circular and the mailing thereof to Westleaf Shareholders and confirmed its determination and recommendations as made by written resolution dated November 7, 2019.

AltaCorp delivered the written AltaCorp Fairness Opinion, and on November 19, 2019, the WGBC Board approved this Information Circular and the mailing thereof to WGBC Securityholders and confirmed its determination and recommendations as made at the November 7, 2019 meeting.

On November 19, 2019, Westleaf and WGBC amended the Arrangement Agreement to amend the definitions of "Transaction Financing" and "WGBC Financing" to reflect that the Subscription Receipt Financing will be for gross proceeds of up to $3,000,000.

Anticipated Benefits of the Arrangement

Westleaf management and the Westleaf Board and WGBC management and the WGBC Board believe that combining the resources of each company through the Arrangement provides a number of anticipated benefits to Westleaf, WGBC, Westleaf Shareholders and WGBC Securityholders including, without limitation, the following:

1. WGBC's Qwest Brand has established itself as a leading cannabis brand, recognized for ultra-premium quality products and rare flower varieties, evidenced by its leading realized selling prices in the Canadian recreational market and strong demand across various distribution channels and the Arrangement positions Westleaf following Closing to accelerate growth of the Qwest Brand through Westleaf's assets by expanding into cannabis derivative products, adding craft-style cultivation capacity, and owning the relationship with the consumer through its award winning wholly owned retail stores, Prairie Records;

2. the Arrangement combines WGBC's current production and Westleaf's nearly completed Thunderchild cultivation facility, creating one of the largest craft producers in Canada with a core focus on producing the highest quality cannabis and cannabis derivative products for the recreational market;

3. as a result of the Arrangement and the combined resources of Westleaf and WGBC, WGBC's access to an extensive genetic library is anticipated to be commercialized on an accelerated basis to bring novel, differentiated cannabis products to market;

4. Westleaf brings scalable extraction and product manufacturing assets which is expected to enable the Qwest Brand to expand its ultra-premium product lines into high margin derivative cannabis products in time to meet the expected demand for cannabis 2.0 products;

5. in connection with the Arrangement ATB Financial has committed, subject to customary conditions precedent to be satisfied prior to or concurrent with Closing, to provide approximately $8,900,000 of additional credit and liquidity through the issuance of a new term loan ($4,700,000) and removal of the restricted cash requirement (approximately $4,200,000) under Westleaf's current subsidiary level credit facilities (which are expected to be consolidated at the Westleaf parent level in connection with Closing). Following Closing, Westleaf's remaining infrastructure projects are anticipated to be fully funded;

6. WGBC has demonstrated a disciplined approach to sustainable profitability, achieving positive Adjusted EBITDA and net income in Q3 2019 enabling the Arrangement to be immediately accretive to Westleaf;

7. the Arrangement is the most favorable strategic alternative known to be available to WGBC and Westleaf;

8. the Arrangement Agreement was the result of a comprehensive negotiation process and was undertaken with the oversight and participation of the WGBC Board, the Westleaf Board and their respective legal and financial advisors, and those negotiations resulted in terms and conditions that are reasonable in the judgment of the WGBC Board and the Westleaf Board;

9. all of the directors and officers of WGBC and certain WGBC Shareholders, representing in aggregate approximately 36% of the outstanding WGBC Shares and/or 74% of the outstanding WGBC Options eligible to vote at the WGBC Meeting eligible to vote at the WGBC Meeting, have entered into the WGBC Support Agreements pursuant to which they have agreed, among other things, to vote their WGBC Shares and/or WGBC Options in favour of the WGBC Arrangement Resolution and to otherwise support the Arrangement;

10. under the Arrangement Agreement, the WGBC Board and the Westleaf Board each retain the ability to consider and respond to Superior Proposals until approval of the Arrangement by the Westleaf Shareholders, WGBC Shareholders and WGBC Optionholders on the specific terms and conditions set forth in the Arrangement Agreement;

11. the likelihood that the conditions to complete the Plan of Arrangement will be satisfied, including the nature of the approvals and consents required by both Westleaf and WGBC to be obtained as a condition to completing the Plan of Arrangement;

12. the Arrangement will only become effective if, after hearing from all interested Persons who choose to appear before it, the Court approves the Arrangement, and in doing so makes the determination that the Arrangement is fair both substantively and procedurally to the WGBC Securityholders;

13. the registered WGBC Shareholders will be granted the right to dissent with respect to the Arrangement and receive the fair value of their WGBC Shares through a court proceeding in which a court could determine that the fair value is more than, equal to, or less than the consideration;

14. the complementary nature of Westleaf and WGBC's combined asset base provides significant upside and the potential for improved efficiencies;

15. the Arrangement provides Westleaf Shareholders and WGBC Securityholders with an opportunity to participate in a larger entity with an experienced management team and board of directors.

Fairness Opinions

Eight Capital Fairness Opinion

Eight Capital was retained to act as financial advisor to the Westleaf Board in connection with, among other things, providing the Westleaf Board with its opinion as to the fairness, from a financial point of view, of the acquisition of WGBC by Westleaf through the Arrangement in consideration for Westleaf Shares, as set forth in the Arrangement Agreement. Eight Capital will receive a customary fee for such services. In addition, Westleaf has agreed to reimburse Eight Capital for certain expenses and to indemnify it against certain liabilities arising out of its engagement.

At the meeting of the Westleaf Board on November 5, 2019, Eight Capital verbally delivered the Eight Capital Fairness Opinion to the Westleaf Board, that, as of the date of the opinion, and based on and subject to the assumptions, qualifications and limitations contained in the Eight Capital Fairness Opinion, the consideration to be paid by Westleaf for the acquisition of WGBC pursuant to the Arrangement, is fair, from a financial point of view, to Westleaf.

On November 15, 2019, Eight Capital delivered the written Eight Capital Fairness Opinion to the Westleaf Board.

The Eight Capital Fairness Opinion does not address the relative merits of the Arrangement as compared to other business strategies or transactions that might be available with respect to Westleaf or Westleaf's underlying business decision to effect the Arrangement, nor does the Eight Capital Fairness Opinion address any terms of the Arrangement Agreement, except as specifically set forth therein.

In the course of preparing the Eight Capital Fairness Opinion, Eight Capital, among other things: (a) reviewed drafts of the transaction documents; (b) reviewed certain non-public business and financial information regarding Westleaf's business and prospects, including internal financial analyses of Westleaf prepared by management of Westleaf; (c) held discussions with members of the senior management of Westleaf regarding their strategic and financial rationale for the transaction as well as their assessment of the past and current business operations, financial condition and future prospects of Westleaf; (d) reviewed the valuation and financial metrics of certain mergers and acquisitions which Eight Capital deemed generally relevant in evaluating the transaction; and (e) conducted such other studies, analyses, inquiries, and investigations as Eight Capital deemed appropriate.

The full text of the Eight Capital Fairness Opinion, which sets forth, among other things, assumptions made, procedures followed, matters considered and limitations on the review undertaken by Eight Capital in rendering its opinion, is attached as Appendix K to this Information Circular. The Eight Capital Fairness Opinion was provided for the information and assistance of the Westleaf Board in connection with its consideration of the Arrangement. The Eight Capital Fairness Opinion does not address the merits of the underlying decision by Westleaf to enter into the Arrangement Agreement or the Arrangement and does not constitute, nor should it be construed as, a recommendation to any Westleaf Shareholder as to how such Westleaf Shareholder should vote with respect to the Westleaf Change in Management Resolution or any related matter. Westleaf Shareholders are urged to read the Eight Capital Fairness Opinion in its entirety. This summary of the Eight Capital Fairness Opinion is qualified in its entirety by reference to the full text of such opinion.

Neither Eight Capital nor any of its affiliates is an insider, associate or affiliate (as such terms are defined under applicable securities legislation) of Westleaf, WGBC or any of their affiliates or associates. There are no understandings, agreements or commitments between Eight Capital and either Westleaf or WGBC, or either of their respective affiliates or associates with respect to any future business dealings. However, Eight Capital and its affiliates engage in a wide range of financial services activities for their own accounts and the accounts of customers, including asset and investment management, investment banking, corporate finance, mergers and acquisitions, restructuring, merchant banking, fixed income and equity sales, trading and research derivatives, foreign exchange and futures. In the ordinary course of these activities, Eight Capital or its affiliates may, in the future, perform financial advisory or investment banking services or provide such other financial services to Westleaf, WGBC, other participants in the Arrangement or the solicitation process or any of their respective affiliates, subsidiaries, investment funds and portfolio companies for which services Eight Capital or certain of its affiliates has received, and may receive, compensation.

AltaCorp Fairness Opinion

AltaCorp was retained to act as financial advisor to WGBC on October 5, 2019 in connection with, among other things, providing the WGBC Board with its opinion as to the fairness, from a financial point of view, of the consideration to be paid by Westleaf to the WGBC Shareholders pursuant to the Arrangement. AltaCorp will receive a customary fee for such services, including a fixed fee for the AltaCorp Fairness Opinion, and a fee based on the success and value of the Arrangement. If the Arrangement fails to complete, AltaCorp may still receive a fee, in the form of a percentage of any break fee paid, or a percentage of any fees otherwise payable to AltaCorp in the event that an alternative transaction proceeds within 12 months.

On November 4, 2019, AltaCorp delivered its verbal opinion that, as of November 4, 2019 and subject to the review of the final form of definitive documents, the consideration to be paid by Westleaf to the WGBC Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the WGBC Shareholders.

On November 20, 2019 AltaCorp delivered the written AltaCorp Fairness Opinion to the WGBC Board.

In the course of preparing the AltaCorp Fairness Opinion, AltaCorp, among other things: (a) reviewed drafts of the transaction documents; (b) reviewed certain non-public business and financial information regarding WGBC's and Westleaf's businesses and prospects, including internal management modelling, forecasts, projections, estimates and budgets prepared by WGBC and Westleaf on behalf of the management of WGBC and Westleaf, as applicable, including financial statements and management discussions and analysis; (c) reviewed certain publicly available information relating to the business, operations, financial condition and trading history of Westleaf and other selected public companies AltaCorp deemed relevant; (d) conducted due diligence with the management of each of WGBC and Westleaf, including site visits to select Westleaf facilities; (e) held discussions with members of the senior management of WGBC and certain members of the WGBC Board with respect to the information provided for the purposes of the AltaCorp Fairness Opinion, business plan of WGBC, financial condition, industry outlook, prospects and other issues considered relevant; (f) reviewed the public information with respect to certain mergers and acquisitions which AltaCorp deemed generally relevant in evaluating the transaction; and (g) conducted such other corporate, industry, financial market information, investigations and analyses as AltaCorp deemed appropriate.

The full text of the AltaCorp Fairness Opinion, which sets forth, among other things, assumptions made, procedures followed, matters considered and limitations on the review undertaken by AltaCorp in rendering its opinion, is attached as Appendix L to this Information Circular. The AltaCorp Fairness Opinion was provided for the information and assistance of the WGBC Board in connection with its consideration of the Arrangement. The AltaCorp Fairness Opinion does not address the merits of the underlying decision by WGBC to enter into the Arrangement Agreement or the Arrangement and does not constitute, nor should it be construed as, a recommendation to any WGBC Securityholder as to how such WGBC Securityholder should vote with respect to the WGBC Arrangement Resolution or any related matter. The AltaCorp Fairness Opinion does not address the relative merits of the Arrangement as compared to other business strategies or transactions that might be available with respect to WGBC or WGBC's underlying business decision to effect the Arrangement. WGBC Securityholders are urged to read the AltaCorp Fairness Opinion in its entirety. This summary of the AltaCorp Fairness Opinion is qualified in its entirety by reference to the full text of such opinion.

Neither AltaCorp nor any of its affiliates is an insider, associate or affiliate (as such terms are defined under applicable securities legislation) of Westleaf, WGBC or any of their affiliates or associates. There are no understandings, agreements or commitments between AltaCorp and either Westleaf or WGBC, or either of their respective affiliates or associates with respect to any future business dealings. However, AltaCorp and its affiliates engage in a wide range of financial services activities for their own accounts and the accounts of customers, including asset and investment management, investment banking, corporate finance, mergers and acquisitions, restructuring, merchant banking, fixed income and equity sales, trading and research derivatives, foreign exchange and futures. In the ordinary course of these activities, AltaCorp or its affiliates may, in the future, perform financial advisory or investment banking services or provide such other financial services to Westleaf, WGBC, other participants in the Arrangement or the solicitation process or any of their respective affiliates, subsidiaries, investment funds and portfolio companies for which services AltaCorp or certain of its affiliates has received, and may receive, compensation.

Recommendations of the Westleaf Board and the WGBC Board

The Westleaf Board has considered the Arrangement and has unanimously concluded that the acquisition of WGBC by Westleaf through the Arrangement in consideration for Westleaf Shares, as set forth in the Arrangement Agreement, is in the best interests of Westleaf and unanimously recommends that the Westleaf Shareholders vote to approve the Westleaf Change in Management Resolution.

The WGBC Board has considered the Arrangement and has unanimously concluded that the Arrangement is in the best interests of WGBC and based upon the AltaCorp Fairness Opinion, that the consideration to be paid by Westleaf to the WGBC Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the WGBC Shareholders and unanimously recommends that the WGBC Securityholders vote to approve the WGBC Arrangement Resolution.

Summary of the Arrangement

The following is a summary only of certain of the material terms of the Arrangement Agreement, including the Plan of Arrangement and is subject to, and qualified in its entirety by, the full text of the Arrangement Agreement, and the Plan of Arrangement, which is attached as Exhibit "C" to the Arrangement Agreement.

WGBC entered into the Arrangement Agreement with Westleaf on November 7, 2019, as amended on November 20, 2019. The Arrangement Agreement provides for the implementation of the Plan of Arrangement (a copy of which is attached as Schedule "C" to the Arrangement Agreement).

The Arrangement provides, for among other things, the acquisition of all of the issued and outstanding WGBC Arrangement Shares by Westleaf. Pursuant to the Arrangement, WGBC Shareholders (other than Dissenting WGBC Shareholders and holders of WGBC Class H Shares) will receive for each WGBC Arrangement Share held that number of Westleaf Shares: (a) in the case of WGBC Arrangement Shares that are not WGBC Class C Shares, equal to the product determined by multiplying the number of WGBC Arrangement Shares held by such shareholder by the Exchange Ratio, and (b) in the case of WGBC Arrangement Shares that are WGBC Class C Shares, on a one-for-one basis. WGBC Optionholders will receive such number of Westleaf Options equal to the product determined by multiplying the number of WGBC Options held by such WGBC Optionholder prior to the Effective Time by the Exchange Ratio at an exercise price per share equal to (a) the exercise price per WGBC Share of such WGBC Option immediately prior to the issuance of the Westleaf Options, divided by (b) the Exchange Ratio, rounding the resulting exercise price up to the nearest whole cent. WGBC Warrantholders shall exchange WGBC Warrants for Westleaf Replacement Warrants on a one-for-one basis.

Pursuant to the Arrangement Agreement, all Westleaf Shares received by WGBC Shareholders in exchange for their WGBC Arrangement Shares, except the Westleaf Shares received by holders of WGBC Class C Shares or any Westleaf Shares issued upon exercise of Westleaf Replacement Warrants, will be subject to a contractual hold period (the "Hold Period"), during which time the holder of such Westleaf Shares subject to the Hold Period may not trade, offer, sell, pledge or otherwise transfer such shares until the Hold Period expires, and the Westleaf Shares subject to the Hold Period and the certificates representing such shares will bear a legend indicating that the resale of such Westleaf Shares is so restricted. The Hold Period will expire

as follows: (a) 10% of the Westleaf Shares subject to the Hold Period will be released from the Hold Period at the Effective Date; (b) 30% of the Westleaf Shares subject to the Hold Period will be released from the Hold Period on the date that is six months from the Effective Date; (c) 30% of the Westleaf Shares subject to the Hold Period will be released from the Hold Period on the date that is nine months from the Effective Date; and (d) 30% of the Westleaf Shares subject to the Hold Period will be released from the Hold Period on the date that is 12 months from the Effective Date, provided that the Westleaf Shares subject to the Hold Period may be released from the Hold Period at such earlier times as may be consented to by Westleaf in writing. Westleaf Shares received by holders of WGBC Class C Shares at the Effective Time and Westleaf Shares issued upon exercise of Westleaf Replacement Warrants will not be subject to the Hold Period.

WGBC Shareholders have a right to dissent in respect of the WGBC Arrangement Resolution and to be paid an amount equal to the fair value of their WGBC Arrangement Shares in accordance with Division 2 of Part 8 of the BCBCA, as modified by the Interim Order and the Plan of Arrangement. Details regarding the dissent procedures are set forth under the heading "*Rights of Dissent*" in this Information Circular. WGBC Shareholders who might desire to exercise their right to dissent should carefully consider and comply with the provisions of Division 2 of Part 8 of the BCBCA, the full text of which is set forth in Appendix F of this Information Circular, and consult their own legal advisor.

The Arrangement is subject to customary conditions for a transaction of this nature, which includes Court and regulatory approvals, and approval of the WGBC Arrangement Resolution by not less than: (a) $66^{2/3}$% of the votes cast on such resolution by WGBC Shareholders, present in person or represented by proxy at the WGBC Meeting, voting together as a single class; and (b) $66^{2/3}$% of the votes cast on such resolution by WGBC Optionholders, present in person or represented by proxy at the WGBC Meeting, voting together as a single class.

See "*The Arrangement – Arrangement Steps*", "*The Arrangement – Effects of the Arrangement*" and "*The Arrangement Agreement*".

Arrangement Steps

The following summarizes the steps that will occur under the Plan of Arrangement on the Effective Date, if all conditions to Closing have been satisfied or waived. The following description of steps is subject to, and qualified in its entirety by, the full text of the Plan of Arrangement attached as Schedule "C" to the Arrangement Agreement.

Pursuant to the Plan of Arrangement, commencing at the Effective Time, each of the events set out below shall occur and shall be deemed to occur in the following order without any further act or formality except as otherwise provided in the Arrangement Agreement:

(a) each of the WGBC Arrangement Shares held by Dissenting WGBC Shareholders in respect of which Dissent Rights have been validly exercised shall be deemed to have been transferred without any further act or formality to Westleaf (free and clear of all liens) in consideration for a debt claim against Westleaf in the amount determined under the Plan of Arrangement, if any, less applicable withholdings;

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

(ii) such Dissenting WGBC Shareholders' names shall be deemed to be removed as the holders of such WGBC Arrangement Shares from the registers of WGBC Arrangement Shares maintained by or on behalf of WGBC;

(iii) such Dissenting WGBC Shareholder shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer and assign each such Westleaf Shares;

(iv) Westleaf shall be deemed to be the transferee of such WGBC Arrangement Shares, free and clear of all liens, and shall be entered in the registers of WGBC Shares maintained by or on behalf of WGBC;

16. each WGBC Share held by WGBC Shareholders (other than the Class H Shares or any WGBC Shares held by Dissenting Shareholders) shall, as of the Effective Time, be transferred to Westleaf and each such WGBC Shareholder shall exchange such WGBC Shares for Westleaf Shares and shall receive that number of fully paid and non-assessable Westleaf Shares: (i) in the case of such WGBC Shares that are not Class C Shares, equal to the product determined by multiplying the number of WGBC Shares held by such shareholder by the Exchange Ratio, and (ii) in the case of such WGBC Shares that are Class C Shares, on a one-for-one basis;

17. the registered holders of WGBC Shares that are not Class H Shares (other than Dissenting WGBC Shareholders) shall be deemed to be the registered holders of the Westleaf Shares to which they are entitled pursuant to the aforementioned exchange and the holders of share certificates representing such WGBC Shares may surrender such certificates to the Depositary for cancellation, along with a duly completed Letter of Transmittal, and, upon such surrender and cancellation, shall be entitled to receive share certificates representing the number of Westleaf Shares to which they are so entitled pursuant to the aforementioned exchange;

18. each holder of WGBC Options shall exchange such WGBC Options for Westleaf Options pursuant to the Arrangement and shall, pursuant to the Arrangement, receive that number of Westleaf Options equal to the product determined by multiplying the number of WGBC Options held by such holder by the Exchange Ratio, and such WGBC Options shall be cancelled;

19. each holder of WGBC Warrants shall exchange such WGBC Warrants for Westleaf Replacement Warrants on a one-for-one basis pursuant to the Arrangement, and such WGBC Warrants shall be cancelled;

20. the registered holders of WGBC Options and WGBC Warrants, as applicable, shall be deemed to be the registered holders of the Westleaf Options and Westleaf Replacement Warrants to which they are entitled pursuant to the aforementioned exchange and the holders of instruments representing such WGBC Options and WGBC Warrants may surrender such instruments to Westleaf, and, upon such surrender and cancellation, shall be entitled to receive instruments representing the number of Westleaf Options and Westleaf Replacement Warrants to which they are so entitled pursuant to the aforementioned exchange;

21. the per share exercise price for each Westleaf Share issuable upon exercise of each Westleaf Option to be issued in exchange for each WGBC Option shall be (rounded up to the nearest whole cent) equal to (i) the exercise price per WGBC Share of such WGBC Option immediately prior to such time, divided by (ii) the Exchange Ratio, rounding the resulting exercise price up to the nearest whole cent. All other terms and conditions applicable to each WGBC Option, including the terms of expiry and conditions to and manner of exercising shall remain substantially the same, subject to the terms and conditions of the Westleaf Option Plan, provided however that the Westleaf Board or a committee thereof shall have authority and responsibility with respect to such Westleaf Options. Notwithstanding the foregoing, the exchange of WGBC Options effected is intended to occur on a tax-deferred basis under subsection 7(1.4) of the Tax Act for holders who acquired their WGBC Options pursuant to section 7 of the Tax Act and Westleaf and the former holders of WGBC Options and WGBC Warrants shall make such adjustment to the foregoing if required to qualify for such treatment;

22. in addition to any resale restrictions required under Applicable Laws that are applicable to the Westleaf Shares, any Westleaf Shares: (i) issued in exchange for WGBC Shares (other than Westleaf Shares issued in exchange for Class C Shares or on the exercise of Westleaf Replacement Warrants issued in exchange for WGBC Warrants); or (ii) issuable on the exercise of Westleaf Options issued in exchange for WGBC Options will be subject to the Hold Period,

whereby 10% of such Westleaf Shares will be released on the Effective Date, 30% of such Westleaf Shares will be released from the Hold Period on the date that is six months from the Effective Date, 30% of such Westleaf Shares will be released from the Hold Period on the date that is nine months from the Effective Date and the remaining 30% of such Westleaf Shares will be released from the Hold Period on the date that is 12 months from the Effective Date. During the Hold Period, the holders of the Westleaf Shares subject to the Hold Period shall not be permitted to trade or otherwise sell or dispose of such Westleaf Shares without the express written consent of Westleaf. The certificates representing such Westleaf Shares will bear a legend substantially in the following form:

"THE SECURITIES REPRESENTED HEREBY SHALL BE SUBJECT TO A HOLD PERIOD ("HOLD PERIOD") AND SHALL NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED UNTIL THE HOLD PERIOD EXPIRES AS FOLLOWS: (A) 10% OF THE SECURITIES REPRESENTED HEREBY WILL BE RELEASED FROM THE HOLD PERIOD ON [INSERT EFFECTIVE DATE] (THE "EFFECTIVE DATE"); (B) 30% OF THE SECURITIES REPRESENTED HEREBY WILL BE RELEASED FROM THE HOLD PERIOD ON THE DATE THAT IS SIX MONTHS FROM THE EFFECTIVE DATE; (C) 30% OF THE SECURITIES REPRESENTED HEREBY WILL BE RELEASED FROM THE HOLD PERIOD ON THE DATE THAT IS NINE MONTHS FROM THE EFFECTIVE DATE; AND (D) 30% OF THE SECURITIES REPRESENTED HEREBY WILL BE RELEASED FROM THE HOLD PERIOD ON THE DATE THAT IS 12 MONTHS FROM THE EFFECTIVE DATE, PROVIDED THAT THE SECURITIES REPRESENTED HEREBY MAY BE RELEASED FROM THE HOLD PERIOD AT SUCH EARLIER TIMES AS MAY BE CONSENTED TO BY THE COMPANY IN WRITING";

23. Westleaf shall add to the stated capital maintained in respect of the Westleaf Shares an amount equal to the aggregate paid-up capital for purposes of the Tax Act of the WGBC Shares immediately prior to the Arrangement (less the paid-up capital of any WGBC Shares held by Dissenting WGBC Shareholders or holders of WGBC Class H Shares who do not exchange their WGBC Shares for Westleaf Shares on the Arrangement); and

24. any certificate formerly representing WGBC Shares which is not deposited with the Depositary on or prior to the third (3rd) anniversary of the Effective Date shall cease to represent a right or claim of any kind or nature whatsoever and shall be deemed to be surrendered to Westleaf together with all dividends paid or distributions made thereon held for such holder.

Effects of the Arrangement

The Arrangement provides, for among other things, the acquisition of all of the issued and outstanding WGBC Arrangement Shares by Westleaf.

WGBC Shares

Pursuant to the Arrangement, WGBC Shareholders (other than Dissenting WGBC Shareholders and holders of WGBC Class H Shares) will receive for each WGBC Arrangement Share held that number of fully paid and non-assessable Westleaf Shares: (a) in the case of such WGBC Arrangement Shares that are not WGBC Class C Shares, equal to the product determined by multiplying the number of WGBC Arrangement Shares held by such shareholder by the Exchange Ratio, and (b) in the case of such WGBC Arrangement Shares that are WGBC Class C Shares, on a one-for-one basis.

WGBC Options

Pursuant to the Arrangement, WGBC Optionholders will receive such number of Westleaf Options equal to the product determined by multiplying the number of WGBC Options held by such WGBC Optionholder prior to the Effective Time by the Exchange Ratio at an exercise price per share equal to (a) the exercise price per WGBC Share

of such WGBC Option immediately prior to the issuance of the Westleaf Options, divided by (b) the Exchange Ratio, rounding the resulting exercise price up to the nearest whole cent.

As at the date hereof, there are 5,003,750 WGBC Options outstanding. On the basis of the foregoing and on the assumption that no WGBC Options will be exercised between the date of this Information Circular and Effective Date, 21,335,990 Westleaf Options will be issued to holders of WGBC Options, of which 6,396,000 Westleaf Options will be held by officers and directors of Westleaf.

WGBC Warrants

Pursuant to the Arrangement, WGBC Warrantholders will exchange each WGBC Warrant for Westleaf Replacement Warrants on a one-for-one basis. WGBC Warrants will be issued pursuant to the Subscription Receipt Financing and there are otherwise no WGBC Warrants outstanding.

Interests of Directors and Executive Officers of Westleaf in the Arrangement

The directors and executive officers of Westleaf may have interests in the Arrangement that are, or may be, different from, or in addition to, the interests of other Westleaf Shareholders. Except as described below, management of Westleaf is not aware of any material interest direct or indirect, by way of beneficial ownership or otherwise of any director or executive officer of Westleaf or anyone who has held office as such since the beginning of Westleaf's last financial year or of any associate or affiliate of any of the foregoing in the Arrangement.

Westleaf Securities Ownership

The chart below sets forth the Westleaf Shares, Westleaf Options, Westleaf RSUs and Westleaf Warrants which the directors and executive officers of Westleaf beneficially own, directly or indirectly, or exercise control or direction over, as of the date hereof. The Westleaf Board was aware of these interests and considered them, among other matters, when recommending approval of the Westleaf Change in Management Resolution to Westleaf Shareholders.

Name and Position	Number and % of Westleaf Shares Held Immediately Prior to the Effective Time[1]	Number and % of Westleaf Options[2] [3]	Number and % of Westleaf RSUs[2][4]	Number and % of Westleaf Warrants	Number and % of WGBC Shares Held Immediately Prior to the Effective Time	Number and % of Westleaf Shares Held Immediately Following the Effective Time[9]
Scott Hurd President, Chief Executive Officer and Director	6,500,000 (4.5%)	1,310,000 (43.46%)	Nil	Nil	Nil	7,810,000 (1.96%)
Taylor Ethans Chief Financial Officer and Head of M&A and Corporate Secretary	6,620,000 (4.61%)	1,100,400 (36.50%)	Nil	60,000 (0.26%)	Nil	7,780,400 (1.95%)
Ben Kaanta Chief Operating Officer, Westleaf International Inc.	Nil	Nil	1,650,000 (19.54%)	Nil	Nil	1,650,000 (0.41%)

Name and Position	Number and % of Westleaf Shares Held Immediately Prior to the Effective Time[1]	Number and % of Westleaf Options[2] [3]	Number and % of Westleaf RSUs[2][4]	Number and % of Westleaf Warrants	Number and % of WGBC Shares Held Immediately Prior to the Effective Time	Number and % of Westleaf Shares Held Immediately Following the Effective Time[9]
Shon Williams Chief Development Officer, Westleaf International Inc.	23,530 (0.02%)	Nil	1,650,000 (19.54%)	11,765 (0.05%)	Nil	1,685,295 (0.41%)
Christian Monson Chief Legal Officer and Vice President of Strategy, Westleaf International Inc.	Nil	Nil	1,650,000 (19.54%)	Nil	Nil	1,650,000 (0.41%)
Adam Coates Chief Commercial Officer	173,333 (0.12%)	Nil	866,667 (9.86%)	Nil	Nil	1,040,000 (0.26%)
Stephen Mason Executive Chairman and Director	6,600,000[5] (4.60%)	200,000 (6.63%)	100,000 (1.18%)	50,000 (0.22%)	Nil	6,950,000 (1.74%)
Robb McNaughton Director	67,647[6] (0.05%)	124,000 (4.11%)	100,000 (1.18%)	8,823[6] (0.04%)	Nil	300,470 (0.08%)
Kareen Stangherlin Director	291,500[7] (0.20%)	180,000 (5.97%)	100,000 (1.18%)	75,750[7] (0.33%)	Nil	647,250 (0.16%)
Delbert Wapass Director	235,294 (0.16%)	100,000 (3.32%)	100,000 (1.18%)	117,962 (0.51%)	Nil	553,256 (0.14%)
John Radostits Director	4,280,926[8] (2.98%)	Nil	87,746 (1.00%)	Nil	Nil	4,368,672 (1.09%)
Cody Church Director	258,823 (0.18%)	Nil	90,909 (1.03%)	Nil	Nil	349,732 (0.09%)
Total	25,051,053 (17.44%)	3,014,400 (100.00%)	6,395,322 (72.79%)	324,300 (1.40%)	Nil	34,785,075 (8.72%)

Notes:

(1) Number of Westleaf Shares, Westleaf Options and Westleaf RSUs beneficially owned, controlled or directed, directly or indirectly. Assumes that there are 143,647,114 Westleaf Shares outstanding, 3,014,400 Westleaf Options outstanding, and 8,785,739 Westleaf RSUs outstanding immediately prior to the Effective Time.

(2) The Arrangement will not constitute a "change of control" under the Westleaf Option Plan or Westleaf RSU Plan and the treatment of the Westleaf Options and Westleaf RSUs will remain unchanged.
(3) Of the 3,014,400 Westleaf Options outstanding, an aggregate of 1,407,466 Westleaf Options have vested. Certain Westleaf Options held by Mr. Hurd and Mr. Ethans have not vested. 436,667 Westleaf Options held by Mr. Hurd and 366,800 Westleaf Options held by Mr. Ethans will vest on each of May 16, 2020 and May 16, 2021.
(4) All of the Westleaf RSUs held by directors and executive officers of Westleaf have vested other than those of John Radostis (21,186 Westleaf RSUs will vest on January 1, 2020 and 21,187 Westleaf RSUs will vest on May 16, 2020) and Cody Church (22,727 Westleaf RSUs will vest on January 1, 2020, 22,727 Westleaf RSUs will vest on May 16, 2020 and 22,728 Westleaf RSUs will vest on July 3, 2020).
(5) All Westleaf Shares are held by Resina Resources Ltd., a company that Stephen Mason controls.
(6) All Westleaf Shares and Westleaf Warrants are held by Aoi Maru Corp., a company that Robb McNaughton controls.
(7) 51,500 Westleaf Shares and 15,750 Westleaf Warrants are held by Zelos Capital Ltd., a company that Kareen Stangherlin controls.
(8) 4,266,926 Westleaf Shares are held by Fireweed Holdings Ltd., a company that John Radostits controls.
(9) Assumes 399,009,525 Westleaf Shares will be issued and outstanding immediately after the Effective Time, calculated on an fully diluted basis, excluding the Westleaf Debentures, and including the Maximum Subscription Receipt Financing. Includes number of Westleaf Shares held on a fully-diluted basis and includes Westleaf Shares issuable on the exercise of in the money and out of the money Westleaf Options, Westleaf RSUs and Westleaf Warrants, including on the exercise of Westleaf Options exchanged for WGBC Options and the exercise of Westleaf Replacement Warrants exchanged for WGBC Warrants.

Westleaf Employee Obligations

Westleaf has entered into employment agreements ("**Employment Agreements**") with each of its executive officers. Each of the Employment Agreements provides that should an officer elect to terminate his employment agreement within six months of a change of control of Westleaf, such officer may be entitled to a lump sum payment equal to either six or 18 months, depending on the Employment Agreement, of the monthly base salary the executive is receiving plus an additional 10% for lost benefits, less statutory deductions. For the purposes of the Employment Agreements, a "change of control" includes the acquisition, by whatever means, directly or indirectly by any Person of voting securities of Westleaf, by such Person or a group of two or more Persons acting in concert to control Westleaf, having votes attached thereto exceeding 50% of the number of votes attached to all of the issued and outstanding voting securities of Westleaf and which acquisition results in a change in more than one-half of the members of the Westleaf Board in any consecutive 12 month period during the term of employment of the executive officer (provided that a reverse take-over of Westleaf shall not constitute a change of control so long as more than one-half of the members of the Westleaf Board immediately prior to the reverse take-over constitute more than one-half of the Westleaf Board following the reverse take-over). Closing of the Arrangement would constitute a "change of control" for the purposes of such Employment Agreements, however, pursuant to the terms of the Arrangement Agreement, it is expected that all executive officers of Westleaf will continue to be employed with Westleaf after the Effective Time and therefore no change of control payments are anticipated to be paid to any executive officers of Westleaf upon Closing.

Interests of Directors and Executive Officers of WGBC in the Arrangement

The directors and executive officers of WGBC may have interests in the Arrangement that are, or may be, different from, or in addition to, the interests of other WGBC Securityholders. Except as described below, management of WGBC is not aware of any material interest direct or indirect, by way of beneficial ownership or otherwise of any director or executive officer of WGBC or anyone who has held office as such since the beginning of WGBC's last financial year or of any associate or affiliate of any of the foregoing in the Arrangement.

WGBC Securities Ownership

The chart below sets forth the WGBC Shares and WGBC Options which the directors and executive officers of WGBC beneficially own, directly or indirectly, or exercise control or direction over, as of the date hereof. The WGBC Board was aware of these interests and considered them, among other matters, when recommending approval of the WGBC Arrangement Resolution to WGBC Shareholders and WGBC Optionholders.

Upon Closing, all issued, outstanding and unexercised WGBC Options will be cancelled and exchanged for such number of Westleaf Options equal to the product determined by multiplying the number of WGBC Options held by WGBC Optionholders prior to the Effective Time by the Exchange Ratio at an exercise price per share equal to (i) the exercise price per WGBC Share of such WGBC Option immediately prior to the issuance of the Westleaf Options, divided by (ii) the Exchange Ratio, rounding the resulting exercise price up to the nearest whole cent.

Name and Position	Number and % of WGBC Shares Held Immediately Prior to the Effective Time[1]	Number and % of WGBC Options	Number and % of Westleaf Shares Held Immediately Prior to the Effective Time	Number and % of Westleaf Shares Held Immediately Following the Effective Time[4]
Long Trinh President, Corporate Secretary and Director	1,811,325 (3.16%)	187,500 (3.75%)	Nil	8,522,990 (2.14%)
Benjamin Sze, Acting Chief Executive Officer	100,000 (0.17%)	1,500,000 (29.98%)	Nil	6,822,400 (1.71%)
Derek Sider, Acting Chief Commercial Officer[2]	112,500 (0.20%)	300,000 (6.00%)	Nil	1,758,900 (0.44%)
Gary Leong, Director	75,000 (0.13%)	Nil (0%)	Nil	319,800 (0.08%)
Total	2,098,825 (3.67%)	1,987,500 (39.72%)	Nil	17,424,090 (4.38%)

Notes:

(1) Shares outstanding calculated on a non-diluted basis as of the date of the Arrangement Agreement.
(2) Transitioned from Acting Chief Financial Officer to acting Chief Commercial Officer on April 1, 2019.
(3) Assumes 399,009,525 Westleaf Shares will be issued and outstanding immediately after the Effective Time, calculated on a fully diluted basis (not including Westleaf Shares issuable upon conversion of Westleaf Debentures) and including the Maximum Subscription Receipt Financing and assumes that no Westleaf Options, Westleaf RSUs or Westleaf Warrants are exercised between the date hereof and the Effective Date. Includes number of Westleaf Shares held on a fully-diluted basis, including Westleaf Shares issuable on the exercise of in the money and out of the money Westleaf Options, Westleaf RSUs and Westleaf Warrants (inclusive of Westleaf Options exchanged for WGBC Options).
(4) Assumes no participation in the Subscription Receipt Financing.

WGBC Employee Obligations

WGBC has entered into employment agreements ("**WGBC Employment Agreements**") with each of its Named Executive Offcers. The WGBC Employment Agreements entered into by WGBC with Derek Sider and Benjamin Sze each provide that: (a) in the event of a change of control of WGBC; and (b) if the officer is terminated by WGBC or the officer resigns with good reason, such officer may be entitled to receive from WGBC an amount equal to twelve months of salary and bonus based on the average salary and bonus over the preceding two years, and twelve months benefits calculated at 20% of the average salary over the preceding two financial years in lieu of notice, severance, damages or other payments. Completion of the Arrangement would constitute a "change of control" for the purposes of such agreements.

The WGBC Employment Agreement between WGBC and Long Trinh does not include a change of control provision.

The chart below sets forth the estimated amount of additional compensation the Named Executive Officers of WGBC may be entitled to receive as a result of the change of control of WGBC in connection with their respective WGBC Employment Agreements and the number of WGBC Options held by certain employees and officers of WGBC for which vesting will be accelerated:

Name and Position	Estimated Retention/Severance Amount[(1)]	Number of WGBC Options held for which vesting will be accelerated upon a change of control
Benjamin Sze Acting Chief Executive Officer	$144,000	1,500,000
Derek Sider Acting Chief Commercial Officer	$130,000	300,000

Note:

(1) Less applicable statutory deductions.
(2) Under the terms of the WGBC Option Agreements with Benjamin Sze and Derek Sider, unvested WGBC Options are deemed to vest for a period of ten days prior to a change of control event (which includes the Arrangement with Westleaf). If during the ten day window the option holder does not exercise the WGBC Options, the options revert back to the original vesting schedule.

Continuing Insurance Coverage for Directors and Officers of WGBC

The Arrangement Agreement provides that prior to the Effective Date, WGBC shall be entitled to secure "run off" directors' and officers' liability insurance with a maximum cost of not more than $150,000 for the current officers and directors of WGBC covering claims made prior to or within 6 years after the Effective Date which has a scope and coverage no less advantageous in scope and coverage to that provided pursuant to WGBC's current directors' and officers' insurance policy and Westleaf agrees to not take or permit any action to be taken by or on behalf of WGBC to terminate or adversely affect such directors' and officers' insurance.

Pursuant to the Arrangement Agreement, Westleaf agrees that it and WGBC and their respective successors shall not take any action to terminate or materially adversely affect, and will fulfill its obligations pursuant to, indemnities provided or available to or in favour of past and present officers and directors of WGBC pursuant to the provisions of the certificate of incorporation, notice or article and articles of WGBC, applicable corporate legislation and any written indemnity agreements which have been entered into between WGBC and its current officers and directors effective on or prior to the date of the Arrangement Agreement.

Westleaf Support Agreements

All of the directors and officers and certain Westleaf Shareholders, who beneficially own, or exercise control or direction over, approximately 19% of the outstanding Westleaf Shares, have entered into Westleaf Support Agreements. The Westleaf Support Agreements provide, among other things, that such parties will vote all of their Westleaf Shares in favour of the Westleaf Change in Management Resolution.

The Westleaf Support Agreements shall terminate on the earlier of: (a) the Effective Time; (b) the date that the Arrangement Agreement is terminated; (c) at such time as the Arrangement Agreement is amended, modified or supplemented in a manner that reduces the amount or changes the form of consideration (other than to increase, taking into consideration tax consequences, the total consideration the Westleaf Shareholder will receive) pursuant to the Arrangement Agreement; (d) the Outside Date; or (e) upon the mutual agreement of the Westleaf Shareholder and WGBC.

WGBC Support Agreements

All of the directors and officers and certain WGBC Shareholders, who beneficially own, or exercise control or direction over, approximately 36% of the outstanding WGBC Shares and 74% of the outstanding WGBC Options have entered into WGBC Support Agreements. The WGBC Support Agreements provide, among other things, that such parties will vote all of their WGBC Shares and/or WGBC Options in favour of the WGBC Arrangement Resolution.

The WGBC Support Agreements shall terminate on the earlier of: (a) the Effective Time; (b) the date that the Arrangement Agreement is terminated; (c) at such time as the Arrangement Agreement is amended, modified or supplemented in a manner that reduces the amount or changes the form of consideration (other than to increase, taking into consideration tax consequences, the total consideration the WGBC Shareholder will receive) pursuant to the Arrangement Agreement; (d) the Outside Date; or (e) upon the mutual agreement of the WGBC Shareholder and Westleaf.

Stock Exchange Listings

It is a condition to Closing that the TSXV will have conditionally approved the listing of the Westleaf Shares to be issued pursuant to the Arrangement. The TSXV granted conditional approval for the listing of such Westleaf Shares on November 19, 2019. Listing will be subject to Westleaf fulfilling all the requirements of the TSXV set forth in its conditional listing approval.

As part of the Plan of Arrangement, each issued and outstanding WGBC Arrangement Share (other than those held by Dissenting WGBC Shareholders) shall be transferred to Westleaf in exchange for such number of Westleaf Shares: (a) in the case of WGBC Arrangement Shares that are not WGBC Class C Shares, equal to the product determined by multiplying the number of WGBC Arrangement Shares held by such shareholder by the Exchange Ratio, and (b) in the case of WGBC Arrangement Shares that are WGBC Class C Shares, on a one-for-one basis. It is a condition to Closing that the TSXV shall have approved the listing of the Westleaf Shares, with such listing to be effective at the time such WGBC Arrangement Shares are to be acquired by Westleaf pursuant to the Plan of Arrangement. Listing will be subject to Westleaf fulfilling all the requirements of the TSXV.

Procedure for the Arrangement Becoming Effective

The Arrangement is proposed to be carried out under Division 5 of Part 9 of the BCBCA. The following procedural steps must be taken for the Arrangement to become effective:

(a) the WGBC Arrangement Resolution approving the Arrangement must be approved by not less than: (i) $66^{2}/_{3}$% of the votes cast on the WGBC Arrangement Resolution by WGBC Shareholders, present in person or represented by proxy at the WGBC Meeting, voting together as a single class; and (ii) $66^{2/3}$% of the votes cast on the WGBC Arrangement Resolution by WGBC Optionholders, present in person or represented by proxy at the WGBC Meeting, voting together as a single class, in the manner set forth in the Interim Order;

(b) the Westleaf Shareholders must approve the Westleaf Change in Management Resolution;

(c) the Court must grant the Final Order approving the Arrangement;

(d) all conditions precedent to the Arrangement, as set forth in the Arrangement Agreement, must be satisfied or waived by the appropriate Party;

(e) the Final Order and Arrangement Filings in the form prescribed by the BCBCA must be filed with the Registrar; and

(f) the proof of filing to be issued by the Registrar in respect of the Arrangement Filings.

WGBC Securityholder Approvals

At the WGBC Meeting, pursuant to the Interim Order, WGBC Shareholders and WGBC Optionholders will be asked to approve the WGBC Arrangement Resolution. Each WGBC Shareholder and each WGBC Optionholder shall be entitled to vote on the WGBC Arrangement Resolution, with the WGBC Shareholders entitled to one vote per WGBC Share held and the WGBC Optionholders entitled to one vote per WGBC Option held. The Arrangement will require approval by not less than: (a) $66^{2/3}$% of the votes cast on the WGBC Arrangement Resolution by WGBC Shareholders, present in person or represented by proxy at the WGBC Meeting, voting

together as a single class; and (b) $66^{2/3}$% of the votes cast on the WGBC Arrangement Resolution by WGBC Optionholders, present in person or represented by proxy at the WGBC Meeting, voting together as a single class. The WGBC Arrangement Resolution must receive the requisite WGBC Shareholder and WGBC Optionholder approval in order for WGBC to seek the Final Order and implement the Arrangement on the Effective Date in accordance with the terms of the Final Order.

For information with respect to the procedures for WGBC Securityholders to follow to receive their consideration pursuant to the Arrangement, see "*Procedures for the Surrender of WGBC Shares and WGBC Options and Receipt of Consideration*".

See also "*The Arrangement*" and "*General Proxy Matters*".

Court Approval

Interim Order

On November 13, 2019, the Court granted the Interim Order directing the calling of the WGBC Meeting and prescribing the conduct of the WGBC Meeting and other matters. The Interim Order is attached as Appendix B to this Information Circular.

Final Order

The BCBCA provides that a plan of arrangement requires Court approval. Subject to the terms of the Arrangement Agreement, and if the WGBC Arrangement Resolution is approved by the WGBC Shareholders and WGBC Optionholders at the WGBC Meeting in the manner required by the Interim Order, WGBC will make application to the Court for the Final Order.

The application for the Final Order approving the Arrangement is scheduled for December 20, 2019 at 9:45 a.m. (PST), or as soon thereafter as counsel may be heard, at a hearing before a Judge of the Supreme Court of British Columbia at the Courthouse, at 800 Smithe Street, in the City of Vancouver, in the Province of British Columbia. At the hearing, any WGBC Securityholder and any other interested party who wishes to participate or to be represented or to present evidence or argument may do so, subject to filing with the Court and serving upon WGBC a Response to Petition together with all supporting evidence that such party intends to present to the Court on or before 4:00 p.m. (PST) on December 18, 2019. Service of such notice shall be effected by service upon the solicitors for WGBC: McCarthy Tétrault LLP, 745 Thurlow Street, Suite 2400, Vancouver, British Columbia, V6E 1V8 Attention: Miranda Lam. See the Notice of Originating Application accompanying this Information Circular.

The Court has broad discretion under the BCBCA when making orders with respect to plans of arrangement and that the Court will consider, among other things, the fairness and reasonableness of the Arrangement, both from a substantive and a procedural point of view. The Court may approve the Arrangement either as proposed or as amended in any manner the Court may direct, subject to compliance with such terms and conditions, if any, as the Court thinks fit.

Depending upon the nature of any required amendments, WGBC and/or Westleaf may determine not to proceed with the Arrangement.

Timing

If the WGBC Meeting is held as scheduled and is not adjourned or postponed and the other necessary conditions at that point in time are satisfied or waived, WGBC will apply for the Final Order approving the Arrangement. If the Final Order is obtained on December 20, 2019 in form and substance satisfactory to WGBC and Westleaf, and all other conditions set forth in the Arrangement Agreement are satisfied or waived, including the receipt of all required regulatory approvals, WGBC currently expects the Effective Date to occur in December of 2019. It is not possible, however, to state with certainty when the Effective Date will occur. The Effective Date could be delayed for a

number of reasons, including an objection before the Court at the hearing of the application for the Final Order on December 20, 2019 or the failure to obtain all regulatory approvals in the time-frames anticipated.

The Arrangement will become effective upon the filing with the Registrar of the Arrangement Filings and a copy of the Final Order, together with such other materials as may be required by the Registrar.

The Subscription Receipt Financing

It is a condition to Closing that the Subscription Receipt Financing of Subscription Receipts at an assumed price $0.30 per Subscription Receipt (or such other price as may be agreed upon between Westleaf and WGBC) for gross proceeds of a maximum of $3,000,000 be completed.

The gross proceeds from the Subscription Receipt Financing, less any commission and fees, will be held in escrow pursuant to the Subscription Receipt Agreement and will continue to be held in escrow pending the satisfaction of certain customary escrow release conditions, which shall include, among other things:

(a) the completion or satisfaction, as the case may be, of all conditions precedent to the Arrangement being satisfied or waived in accordance with the terms of the Arrangement Agreement, other than the filing of the Arrangement Filings and the Final Order or such other materials as may be required by the Registrar; and

(b) the receipt of all required shareholder, third party (as applicable) and regulatory approvals in connection with the Arrangement, including the conditional approval of the TSXV to list all Westleaf Shares issued in connection with the Arrangement on the TSXV,

(collectively, the "**Escrow Release Conditions**").

Upon satisfaction of the Escrow Release Conditions, each Subscription Receipt issued under the Subscription Receipt Financing will entitle the holder thereof to receive one WGBC Unit, with each WGBC Unit consisting of one WGBC Class C Share and one-half of one WGBC Warrant. At the Effective Date, pursuant to the Plan of Arrangement, the WGBC Class C Shares will be automatically exchanged for Westleaf Shares on a one-for-one basis and each WGBC Warrant will be automatically exchanged for Westleaf Replacement Warrants on a one-for-one basis. Such Westleaf Replacement Warrants will thereafter be exercisable at an assumed exercise price of $0.38 per Westleaf Share, or such other exercise price as Westleaf and WGBC may determine, for a period of two years from the Effective Date following the Closing.

In the event the Escrow Release Conditions are not satisfied on or before the Outside Date, the gross proceeds of the Subscription Receipt Financing, plus the interest accrued thereon, will be returned to the subscribers thereunder pro rata and the Subscription Receipts will be automatically cancelled, void and of no value or effect.

Assuming that the Subscription Receipt Financing consists of maximum gross proceeds of $3,000,000 and assuming that the Subscription Receipts issued thereunder are issued at price of $0.30 per Subscription Receipt, resulting in the issuance of 10,000,000 Subscription Receipts (the "**Maximum Subscription Receipt Financing**"), after giving effect to the Arrangement, the number of Westleaf Shares issuable pursuant to the Maximum Subscription Receipt Financing (assuming that Subscription Receipts issued under the Maximum Subscription Receipt Financing are issued at a price of $0.30 per Subscription Receipt), will be 10,000,000. Accordingly, subscribers under the Maximum Subscription Receipt Financing will hold, after giving effect to the Arrangement, 2.96% of the issued and outstanding Westleaf Shares on an undiluted basis.

THE ARRANGEMENT AGREEMENT

The following is a summary only of the material terms of the Arrangement Agreement and is subject to, and qualified in its entirety by, the full text of the Arrangement Agreement. Capitalized terms used under this heading "The Arrangement Agreement" but not otherwise defined have the meanings set forth in the Arrangement Agreement. WGBC Securityholders are urged to read the Arrangement Agreement, including the Plan of

Arrangement, in its entirety. The Arrangement Agreement is attached as Appendix D to this Information Circular and reference is made thereto for the full text thereof.

Representations, Warranties and Covenants

The Arrangement Agreement contains certain customary representations and warranties of each of WGBC and Westleaf relating to, among other things, their respective organization, capitalization, operations, compliance with laws and regulations and other matters, including their authority to enter into the Arrangement Agreement and to consummate the Arrangement. For the complete text of the applicable provisions, see Sections 4.1 and 4.2 of the Arrangement Agreement which is attached as Appendix D to this Information Circular.

In addition, pursuant to the Arrangement Agreement, each of the Parties has covenanted, among other things, until the earlier of the Effective Date or the termination of the Arrangement Agreement, to maintain their respective businesses and refrain from taking certain actions outside the ordinary course of business. For the complete text of the applicable provisions, see Sections 3.1, 3.2 and 3.3 of the Arrangement Agreement which is attached as Appendix D to this Information Circular.

Covenants Regarding Non-Solicitation

Under the Arrangement Agreement, Westleaf and WGBC have each agreed to certain non-solicitation covenants and each has provided the other Party with a right to match any Superior Proposal (as defined in the Arrangement Agreement) that it may receive. See Section 3.4 of the Arrangement Agreement which is attached as Appendix D to this Information Circular for the full text of the specific non-solicitation covenants.

Conditions to Closing

Mutual Conditions

The Arrangement Agreement provides that the respective obligations of Westleaf and WGBC to consummate the transactions contemplated thereby, and in particular the Arrangement, are subject to the satisfaction, on or before the Effective Date or such other time specified, of the following conditions, any of which may be waived by the mutual written consent of Westleaf or WGBC without prejudice to their right to rely on any other of such conditions:

(a) the WGBC Arrangement Resolution shall have been passed by the WGBC Shareholders and WGBC Optionholders on or prior to the Outside Date in accordance with the Interim Order;

(b) the Westleaf Change in Management Resolution shall have been passed by the Westleaf Shareholders on or prior to the Outside Date;

(c) the Transaction Financing shall have been completed for aggregate gross proceeds of not less than $11,000,000;

(d) the TSXV shall have conditionally approved for listing all of the Westleaf Shares issuable to the WGBC Securityholders pursuant to the Arrangement;

(e) the Interim Order and the Final Order shall have each been obtained on terms consistent with the Arrangement Agreement, and not have been set aside or modified in a manner unacceptable to WGBC or Westleaf, each acting reasonably, on appeal or otherwise;

(f) the Arrangement Filings to be filed with the Registrar in accordance with the Arrangement shall be in form and substance satisfactory to each of Westleaf and WGBC, acting reasonably;

(g) each of WGBC and Westleaf shall have obtained all consents, waivers, permissions and approvals necessary to complete the Arrangement by or from relevant Governmental Authorities, on terms and conditions satisfactory to the Parties, acting reasonably, including without limitation: (i) the

approval of the WGBC Shareholders and WGBC Optionholders as may be required for the Arrangement pursuant to the BCBCA, Applicable Securities Laws, the conditional approval for listing the Westleaf Shares issuable pursuant to the Arrangement on the TSXV; (ii) the Required Consents; and (iii) any required approvals or consents of Health Canada or any associated provincial regulatory bodies;

(h) each member of the new Westleaf Board following Closing, being Cody Church, Delbert Wapass, Benjamin Sze, Michael Kelly and Paul Wilson and each member of the new Westleaf management team following Closing, being Benjamin Sze as Chief Executive Officer, Scott Hurd as President, Gary Leong as Chief Compliance Officer, Taylor Ethans as Chief Financial Officer and Adam Coates as Executive Vice-President, Commercial shall deliver to Westleaf an executed undertaking to resign and an irrevocable resignation which will provide that, among other things, such member of the new Westleaf Board or such member of the new Westleaf management team, as applicable, will forthwith resign from his or her position as an officer or director of Westleaf forthwith upon receiving notice from any applicable regulatory authority (including Health Canada or any provincial cannabis regulatory authority) that he or she will not receive any security clearance as required by Applicable Law;

(i) none of the Westleaf Support Agreements or the WGBC Support Agreements shall have been breached in any material respects;

(j) the Transaction Costs shall not have exceeded $4,350,000;

(k) each of the holders of WGBC Options will have delivered to Westleaf instruments representing such WGBC Options, and Westleaf shall have delivered to WGBC instruments representing Westleaf Options in exchange for such WGBC Options effective as of the Effective Time, in such number in accordance with the Plan of Arrangement;

(l) Westleaf shall have delivered to WGBC instruments representing Westleaf Replacement Warrants in exchange for WGBC Warrants effective as of the Effective Time, in such number in accordance with the Plan of Arrangement; and

(m) there shall be no action taken under any existing applicable law, nor any statute, rule, regulation or order which is enacted, enforced, promulgated or issued by any Governmental Authority, that:

(i) makes illegal or otherwise directly or indirectly restrains, enjoins or prohibits the Arrangement or any other transactions contemplated herein; or

(ii) results in a judgment or assessment of material damages directly or indirectly relating to the transactions contemplated herein.

The foregoing conditions are for the mutual benefit of Westleaf and WGBC and may be asserted by Westleaf and WGBC regardless of the circumstances and may be waived by Westleaf and WGBC (with respect to such Party) in their sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which Westleaf or WGBC may have.

Additional Conditions in Favour of WGBC

The Arrangement Agreement provides that the obligations of WGBC to consummate the transactions contemplated hereby, and in particular the Arrangement, is subject to the satisfaction, on or before the Effective Date or such other time specified, of the following conditions:

(a) the representations and warranties made by Westleaf in Section 4.2 of the Arrangement Agreement shall be true and correct as of the Effective Date as if made on and as of such date (except to the extent such representations and warranties speak as of an earlier date or except as affected by the

transactions contemplated or permitted by the Arrangement Agreement), except where the failure of such representations and warranties to be true and correct would not, or would not reasonably be expected to result in a Material Adverse Change in respect of Westleaf or, would not, or would not reasonably be expected to, directly or indirectly, adversely affect the Closing in accordance with its terms, and Westleaf shall have provided to WGBC a certificate of a senior officer of Westleaf certifying, on behalf of Westleaf, as to such matters on the Effective Date; provided that Westleaf shall be entitled to cure any breach of a representation and warranty within five Business Days after receipt of written notice thereof from WGBC (except that no cure period shall be provided for a breach which by its nature cannot be cured and, in no event, shall any cure period extend beyond the Outside Date);

(b) Westleaf shall have complied in all respects with its covenants and obligations in the Arrangement Agreement, except where the failure to comply in all respects with such covenants, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Westleaf or would not reasonably be expected to significantly impede the ability of the Parties to complete the Arrangement and the transactions contemplated by the Arrangement Agreement, and Westleaf shall have provided to WGBC a certificate of a senior officer certifying compliance with such covenants; provided that Westleaf shall be entitled to cure any breach of a covenant within five Business Days after receipt of written notice thereof from WGBC (except that no cure period shall be provided for a breach which by its nature cannot be cured and, in no event, shall any cure period extend beyond the Outside Date);

(c) no act, action, suit, proceeding, objection or opposition shall have been threatened or taken before or by any Governmental Authority or by any elected or appointed public official or private Person in Canada or elsewhere, whether or not having the force of law, and no law, regulation, policy, judgment, decision, order, ruling or directive (whether or not having the force of law) shall have been proposed, enacted, promulgated, amended or applied, which in the sole judgment of WGBC, acting reasonably, in either case has had or, if the Arrangement was consummated, would result in a Material Adverse Effect on Westleaf or would materially impede the ability of the Parties to complete the Arrangement and the transactions contemplated by the Arrangement Agreement;

(d) the Effective Date shall occur on or before the Outside Date, provided that the failure to close by such date is not caused by a material breach of WGBC's covenants under the Arrangement Agreement;

(e) Westleaf shall have furnished WGBC with:

(i) certified copies of the resolutions duly passed by the Westleaf Board (other than such directors who are not eligible to vote on such matters in accordance with the BCBCA) approving the entering into of this Agreement and the consummation of the transactions contemplated hereby; and

(ii) certified copies of the resolutions of Westleaf Shareholders, duly passed at the Westleaf Meeting, approving the Westleaf Change in Management Resolution;

(f) executed mutual resignations and releases of the Westleaf directors resigning from Westleaf in a form acceptable to WGBC, acting reasonably, shall have been received by WGBC on or prior to the Effective Date;

(g) the Westleaf Board shall have been reconstituted in accordance with the Arrangement Agreement;

(h) each of Benjamin Sze and Gary Leong shall have entered into executive employment agreements in a form as mutually agreed to by each of Westleaf, WGBC and the applicable individual, as applicable, acting reasonably;

(i) WGBC shall be satisfied, acting reasonably, that immediately prior to the Effective Time the aggregate number of Westleaf Shares issued and outstanding on a fully diluted basis does not exceed 185,000,000 common shares and nil preferred shares in the capital of Westleaf and Westleaf shall have provided to WGBC a certificate of a senior officer certifying (without personal liability) such facts on the Effective Date;

(j) as of November 30, 2019, the Westleaf Net Debt shall not exceed $27,000,000 and Westleaf shall have provided to WGBC a certificate of a senior officer certifying (without personal liability) such facts on the Effective Date;

(k) between the date of the Arrangement Agreement and the Effective Time, there shall not have occurred or have been disclosed to the public (if previously undisclosed to the public) any Material Adverse Change with respect to Westleaf or is subsidiaries;

(l) Westleaf shall have tabled duly executed copies of all agreements, documents and instruments required to be tabled by such Parties; and

(m) Westleaf shall have received all consents, waivers, permissions and approvals necessary to complete the Arrangement by or from: (i) ATB Financial pursuant to the agreements between Westleaf and ATB Financial in respect of Westleaf's existing credit facilities; (ii) the holders of any Westleaf Debentures pursuant to the Westleaf Debenture Indenture, or shall have amended such agreements to ensure that such agreements remain in force following the Arrangement on substantially the same terms and conditions thereof (collectively, the "**Required Consents**").

The foregoing conditions are for the exclusive benefit of WGBC and may be asserted by WGBC regardless of the circumstances or may be waived by WGBC in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which WGBC may have.

Additional Conditions in Favour of Westleaf

The Arrangement Agreement provides that the obligation of Westleaf to consummate the transactions contemplated thereby, and in particular the Arrangement, is subject to the satisfaction, on or before the Effective Date or such other time specified, of the following conditions:

(a) the representations and warranties made by WGBC in section 4.1 of the Arrangement Agreement shall be true and correct as of the date of the Arrangement Agreement and the Effective Date as if made on such date (except, it being understood that the number of WGBC Shares outstanding in subsection 4.1(k) of the Arrangement Agreement may increase from the number outstanding on the date of the Arrangement Agreement as a result of the Subscription Receipt Financing and the exercise of WGBC Options); and (ii) the remaining representations and warranties made by WGBC in Section 4.1 of the Arrangement Agreement shall be true and correct as of the Effective Date as if made on and as of such date (except to the extent such remaining representations and warranties speak as of an earlier date or except as affected by the transactions contemplated or permitted by the Arrangement Agreement), except where the failure of such remaining representations and warranties to be true and correct would not, or would not reasonably be expected to result in a Material Adverse Change in respect of WGBC or, would not, or would not reasonably be expected to, directly or indirectly, adversely affect the completion of the Arrangement in accordance with its terms, and WGBC shall have provided to Westleaf a certificate of a senior officer of WGBC certifying, on behalf of WGBC, as to such matters on the Effective Date; provided that WGBC shall be entitled to cure any breach of a representation and warranty within five Business Days after receipt of written notice thereof from Westleaf (except that no cure period shall be provided for a breach which by its nature cannot be cured and, in no event, shall any cure period extend beyond the Outside Date);

(b) WGBC shall have complied in all respects with its covenants in the Arrangement Agreement, except where the failure to comply in all respects with such covenants, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on WGBC or would not reasonably be expected to significantly impede the ability of the Parties to complete the Arrangement, and WGBC shall have provided to Westleaf a certificate of a senior officer certifying compliance with such covenants; provided that WGBC shall be entitled to cure any breach of a covenant within five Business Days after receipt of written notice thereof from Westleaf (except that no cure period shall be provided for a breach which by its nature cannot be cured and, in no event, shall any cure period extend beyond the Outside Date);

(c) no act, action, suit, proceeding, objection or opposition shall have been threatened or taken before or by any Governmental Authority or by any elected or appointed public official or private Person in Canada or elsewhere, whether or not having the force of law, and no law, regulation, policy, judgment, decision, order, ruling or directive (whether or not having the force of law) shall have been proposed, enacted, promulgated, amended or applied, which in the sole judgment of Westleaf, acting reasonably, in either case has had or, if the Arrangement was consummated, would result in a Material Adverse Effect on WGBC or would materially impede the ability of the Parties to complete the Arrangement;

(d) the Effective Date shall occur on or before the Outside Date, provided that the failure to close by such date is not caused by a material breach of Westleaf's covenants under the Arrangement Agreement;

(e) WGBC shall have furnished Westleaf with:

(i) certified copies of the resolutions duly passed by the WGBC Board (other than such directors who are not eligible to vote on such matters in accordance with the BCBCA) approving the entering into of the Arrangement Agreement and the consummation of the transactions contemplated hereby; and

(ii) a certified copy of the WGBC Arrangement Resolution duly passed by WGBC Securityholders;

(f) holders of not more than 5% of the issued and outstanding WGBC Shares, in the aggregate, shall have exercised rights of dissent in relation to the Arrangement that have not been withdrawn as at the Effective Date;

(g) as of November 30, 2019, the WGBC Net Debt shall not exceed $1,000,000 and WGBC shall have provided to Westleaf a certificate of a senior officer certifying (without personal liability) such facts on the Effective Date;

(h) between the date of the Arrangement Agreement and the date of the Information Circular, there has not been any adverse material change in the WGBC Financial Statements from those presented to Westleaf in draft form at execution of the Arrangement Agreement to those presented in final form in the Information Circular;

(i) Westleaf shall be satisfied, acting reasonably, that: (i) subscription proceeds received for any securities of WGBC or any of its subsidiaries that were paid in the form of cash did not exceed $50,000 in the aggregate; and (ii) no subscription proceeds received from any Person that was involved in the illegal cannabis market (other than simple possession of cannabis), for any securities of WGBC or any of its subsidiaries were paid in the form of cash;

(j) WGBC shall have provided to Westleaf a certificate of a senior officer certifying (without personal liability) that the WGBC Shares are not taxable Canadian property within the meaning of the Tax Act;

(k) between the date of the Arrangement Agreement and the Effective Time, there shall not have occurred or have been disclosed to the public (if previously undisclosed to the public) any Material Adverse Change with respect to WGBC or its subsidiaries; and

(l) WGBC shall have tabled duly executed copies of all agreements, documents and instruments required to be tabled by such Parties.

The foregoing conditions are for the exclusive benefit of Westleaf and may be asserted by Westleaf regardless of the circumstances or may be waived by Westleaf, in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which Westleaf may have.

Termination of the Arrangement Agreement

The Arrangement Agreement may be terminated at any time prior to the filing of the Arrangement Filings:

(a) by mutual written consent of WGBC and Westleaf;

(b) as provided in Article 5 (and in accordance with Section 8.1(a)(ii)) of the Arrangement Agreement;

(c) by Westleaf upon the occurrence of a Westleaf Damages Event as provided in Section 6.1 of the Arrangement Agreement;

(d) by WGBC upon the occurrence of a Westleaf Damages Event as provided in Section 6.1(c) of the Arrangement Agreement (in accordance with Section 3.4(d)(viii) and provided WGBC has complied with its obligations set forth in Section 3.4(d) of the Arrangement Agreement), and upon the payment by WGBC to Westleaf of the amount required by Section 6.1 has been made;

(e) by WGBC upon the occurrence of a WGBC Damages Event as provided in Section 6.3; and

(f) by Westleaf upon the occurrence of a WGBC Damages Event as provided in Section 6.3(c) of the Arrangement Agreement (in accordance with Section 3.4(d)(viii) and provided Westleaf has complied with its obligations set forth in Section 3.4(d)), and upon the payment by Westleaf to WGBC of the amount required by Section 6.3 has been made.

Termination Fees

In the event of a WGBC Damages Event (as such term is defined in the Arrangement Agreement) that results in the termination of the Arrangement Agreement pursuant to Section 8.1 of the Arrangement Agreement, WGBC shall pay to Westleaf, within two Business Days of the termination of the Arrangement Agreement due to the occurrence of such WGBC Damages Event, a fee equal to $3,400,000 as liquidated damages in immediately available funds to an account designated by Westleaf, as further described in Section 6.3 of the Arrangement Agreement.

In the event of a Westleaf Damages Event (as such term is defined in the Arrangement Agreement) that results in the termination of the Arrangement Agreement pursuant to Section 8.1 of the Arrangement Agreement, Westleaf shall pay, within two Business Days of the occurrence of the Westleaf Damages Event, a fee equal to $3,400,000 as liquidated damages in immediately available funds to an account designated by WGBC, as further described in Section 6.1 of the Arrangement Agreement.

Amendment

The Arrangement Agreement may at any time and from time to time before or after the holding of the WGBC Meeting be amended by written agreement of Westleaf and WGBC without, subject to applicable laws, further notice to or authorization on the part of their respective securityholders and any such amendment may, without limitation:

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

(b) waive any inaccuracies or modify any representation or warranty contained in the Arrangement Agreement or in any document delivered pursuant thereto;

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

(d) waive compliance with or modify any other conditions precedent contained in the Arrangement Agreement,

provided that no such amendment reduces or materially adversely affects the consideration to be received by a WGBC Securityholder without approval by the affected WGBC Securityholders given in the same manner as required for the approval of the Arrangement or as may be ordered by the Court.

PRINCIPAL LEGAL MATTERS

Court Approval and Completion of the Arrangement

An arrangement under the BCBCA requires Court approval. See "*The Arrangement – Procedure for the Arrangement Becoming Effective*".

Assuming that the Final Order is granted, and that the other conditions set forth in the Arrangement Agreement are satisfied or waived by the Party or Parties for whose benefit they exist, then the Arrangement Filings will be filed with the Registrar to give effect to the Arrangement and all other arrangements and documents necessary to complete the Arrangement will be delivered as soon as reasonably practicable thereafter. Subject to receipt of the Final Order and the satisfaction of the other conditions to Closing, WGBC currently expects the Effective Date of the Arrangement to occur in December of 2019.

Resale of Securities Received in the Arrangement

Westleaf Shares to be issued to WGBC Shareholders pursuant to the Arrangement will be issued in reliance on exemptions from the prospectus requirements of Applicable Securities Laws in Canada and will generally not be subject to any resale restrictions under Applicable Securities Laws in Canada (provided the conditions set out in subsection 2.6(3) of National Instrument 45-102 – *Resale of Securities*, are satisfied). WGBC Shareholders should consult with their own financial and legal advisors with respect to the tradability of Westleaf Shares received on Closing.

Judicial Developments

The Plan of Arrangement will be implemented under Division 5 of Part 9 of the BCBCA, which provides that, where it is impractical to effect an arrangement under any other provision of the BCBCA, a corporation may apply to the Court for an order approving the arrangement proposed by such corporation. An application will be made by WGBC for approval of the Arrangement pursuant to this section of the BCBCA. See "*The Arrangement – Procedure for the Arrangement Becoming Effective*". Although there have been a number of judicial decisions considering this section and applications to various arrangements, there have not been, to the knowledge of WGBC, any recent significant decisions that would apply in this instance. WGBC Securityholders should consult their legal advisors with respect to the legal rights available to them in relation to the Arrangement.

Other Required Regulatory Approvals

To the best knowledge of WGBC, there are no filings, consents, waiting periods or approvals required to be made with, applicable to, or required to be received from any Governmental Authority in connection with the Arrangement except as described herein and the Court's approval of the Final Order, which will be sought on or about December 20, 2019 and which is a condition to Closing.

PRINCIPAL CANADIAN FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary, as of the date hereof, of the principal Canadian federal income tax considerations generally applicable to a Person who is a Beneficial Shareholder of WGBC Shares in respect of the transactions described herein, and who, for all purposes of the Tax Act and at all relevant times: (a) deals at arm's length with WGBC and Westleaf; (b) is not affiliated with WGBC or Westleaf; and (c) holds the WGBC Shares and will hold Westleaf Shares received pursuant to the Arrangement (collectively, "**Securities**") as capital property.

Securities will generally be considered to be capital property to a Holder unless the Holder uses or holds such securities in the course of carrying on a business of buying or selling securities or acquired such securities in one or more transactions considered to be an adventure or concern in the nature of trade with respect to such Securities.

This summary is not applicable to a Holder: (a) that is a "financial institution", as defined in subsection 142.2(1) of the Tax Act for the purposes of the mark-to-market rules therein; (b) that is a "specified financial institution", as defined in subsection 248(1) of the Tax Act; (c) an interest in which is a "tax shelter", as defined in subsection 237.1(1) of the Tax Act, or a "tax shelter investment", as defined in subsection 143.2 of the Tax Act; (d) that reports its "Canadian tax results", as defined in subsection 261(1) of the Tax Act, in a currency other than Canadian currency; (e) who has entered into or will enter into, in respect of any of the Securities, a "derivative forward agreement" or a "synthetic disposition arrangement", each as defined in subsection 248(1) of the Tax Act; (f) that is a partnership; (g) that, immediately following the Arrangement, will, either along or together with Persons that such Holder does not deal at arm's length, either controls Westleaf or beneficially own shares of Westleaf which have after market value in excess of 50% of the fair market value of all outstanding shares in the capital stock of Westleaf; (h) who has acquired or will acquire Securities pursuant to a stock option agreement or any employee incentive plan, including WGBC Optionholders; (i) who holds warrants or other rights to acquire shares of WGBC, including WGBC Warrants; or (j) that is exempt from tax under Part I of the Tax Act, except for the limited discussion under the heading "Principal Canadian Federal Income Tax Considerations – Eligibility for Investment". Such Holders should consult their own tax advisors to determine the tax consequences to them of the acquisition, holding and disposition of Securities. In addition, this summary does not address the deductibility of interest by a Holder who has borrowed money, or will borrow money, to acquire Securities.

This summary is based on the facts set out in this Information Circular, the current provisions of the Tax Act in force as of the date hereof, all specific proposals to amend the Tax Act publicly announced by or on behalf of the Minister of Finance (Canada) prior to the date hereof (the "**Tax Proposals**") and WGBC's understanding of the current administrative policies and assessing practices of the CRA made publicly available prior to the date hereof. Except for the Tax Proposals, this summary does not take into account or anticipate any changes in law, whether by legislative, governmental or judicial action, or changes in the CRA's administrative policies or assessing practices, nor does it take into account or consider any other Canadian federal tax considerations or any provincial, territorial or foreign considerations, which may differ materially from those discussed herein. This summary assumes that the Tax Proposals will be enacted as currently proposed, but no assurance can be given that this will be the case. There can be no assurance that the CRA will not change its administrative policies or assessing practices. WGBC has not obtained, nor sought, an advance tax ruling from the CRA in respect of any of the matters discussed herein.

This summary is of a general nature only and is not exhaustive of all possible Canadian federal income tax considerations. This summary is not intended to be, nor should it be construed to be, legal or tax advice or representations to any particular Holder. Accordingly, each Holder should obtain independent advice regarding the income tax consequences of acquiring, holding and disposing of Securities pursuant to the Arrangement.

Holders Resident in Canada

The following part of this summary is applicable to a Holder who, at all relevant times, is or is deemed to be resident in Canada for the purposes of the Tax Act and any applicable income tax treaty (each, a "**Resident Holder**").

Certain Resident Holders (other than certain traders or dealers in securities) whose Securities might not otherwise constitute capital property may be entitled to make an irrevocable election pursuant to subsection 39(4) of the Tax Act to have their Securities and every other "Canadian security" (as defined in subsection 39(6) of the Tax Act)

owned by such Resident Holder in the taxation year of the election or subsequently acquired by them deemed to be capital property for the purposes of the Tax Act. Resident Holders contemplating a subsection 39(4) election should first consult with their own tax advisors.

Share Exchange

Resident Holders (other than Dissenting WGBC Shareholders) will dispose of their WGBC Shares solely in exchange for Westleaf Shares pursuant to the Arrangement (the "**Share Exchange**"). Where a Resident Holder does not choose to recognize a capital gain (or capital loss) in respect of the Share Exchange in such Resident Holder's return of income for the taxation year in which the Share Exchange occurred, such Resident Holder will be deemed pursuant to section 85.1 of the Tax Act, and provided the requirements thereof have been satisfied, to have disposed of the WGBC Shares for proceeds of disposition equal to the Resident Holder's adjusted cost base (as defined in the Tax Act) of the WGBC Shares, determined immediately before the exchange, and the Resident Holder will be deemed to have acquired the Westleaf Shares at an aggregate cost equal to the proceeds of disposition of the WGBC Shares. This cost will be averaged with the adjusted cost base of all other Westleaf Shares held by the Resident Holder as capital property for the purposes of determining the adjusted cost base of each Westleaf Share held by the Resident Holder.

Where a Resident Holder chooses to recognize a capital gain (or capital loss) on the Share Exchange, the Resident Holder will realize a capital gain (or capital loss) equal to the amount, if any, by which the aggregate fair market value of the Westleaf Shares received exceeds (or is less than) the total of: (a) the adjusted cost base, as defined in the Tax Act, to the Resident Holder of the WGBC Arrangement Shares immediately before the Share Exchange; and (b) the Resident Holder's reasonable costs of disposition. For a description of the tax treatment of capital gains and capital losses, see "*Principal Canadian Federal Income Tax Considerations – Holders Resident in Canada*" below. The cost of the Westleaf Shares acquired on the Share Exchange will be equal to the fair market value thereof. This cost is generally averaged with the adjusted cost of all other Westleaf Shares held by the Resident Holder for the purpose of determining the adjusted cost base of each Westleaf Share held by the Resident Holder.

Disposition of Westleaf Shares

A Resident Holder who disposes or is deemed for the purposes of the Tax Act to have disposed of a Westleaf Share (other than upon a disposition to the issuer thereof, subject to certain detailed exceptions in the Tax Act) will generally realize a capital gain (or capital loss) in the taxation year of disposition equal to the amount, if any, by which the proceeds of disposition of the Westleaf Share are greater (or less) than the total of: (a) the adjusted cost base, as defined in the Tax Act, to the Resident Holder of the Westleaf Share, immediately before the disposition or deemed disposition; and (b) the Resident Holder's reasonable costs of the disposition. The taxation of capital gains and capital losses is described below under the heading "*Principal Canadian Federal Income Tax Considerations – Holders Resident in Canada*".

Taxation of Dividends

A Resident Holder will be required to include in computing its income for a taxation year any dividend received or deemed to be received on a Westleaf Share.

In the case of a Resident Holder that is an individual (other than certain trusts), such dividend or deemed dividend will be subject to the gross-up and dividend tax credit rules normally applicable under the Tax Act to dividends received from taxable Canadian corporations. Dividends that are designated by Westleaf as "eligible dividends" will be subject to an enhanced gross-up and tax credit regime, pursuant to the rules in the Tax Act. There may be limitations on the ability of Westleaf to designate dividends as eligible dividends.

In the case of a Resident Holder that is a corporation, the amount of any dividend that is included in its income for a taxation year will generally be deductible in computing its taxable income for that taxation year. A Resident Holder that is a "private corporation" or a "subject corporation", each as defined in the Tax Act, or any other corporation resident in Canada controlled, whether because of a beneficial interest in one or more trusts or otherwise, by or for the benefit of an individual (other than a trust) or a related group of individuals (other than trusts), may be liable to

pay a refundable tax under Part IV of the Tax Act on dividends received or deemed to be received on a Westleaf Share, to the extent such dividends are deductible in computing the Resident Holder's taxable income for the year. In certain circumstances, subsection 55(2) of the Tax Act will treat a dividend received or deemed to be received by a Resident Holder that is a corporation as proceeds of disposition or a capital gain. Resident Holders that are corporations should consult their own tax advisors having regard to the potential application of this provision to their own particular circumstances.

Taxation of Capital Gains and Capital Losses

A Resident Holder must include in income for a taxation year one-half of any capital gain (a "**taxable capital gain**") realized by the Resident Holder on the disposition or deemed disposition of a WGBC Share or a Westleaf Share in the year. The Resident Holder must deduct one-half of the amount of any capital loss ("**allowable capital loss**") realized by the Resident Holder in a taxation year on the disposition or deemed disposition of a WGBC Share or a Westleaf Share from taxable capital gains realized in such year. Allowable capital losses in excess of taxable capital gains realized by the Resident Holder in a taxation year may generally be carried back and deducted in any of the three preceding taxation years or carried forward and deducted against net taxable capital gains in any subsequent year, subject to the detailed provisions of the Tax Act.

The amount of any capital loss otherwise realized by a Resident Holder that is a corporation or a trust (other than a mutual fund trust) on the disposition or deemed disposition of a WGBC Share or Westleaf Share may be reduced by the amount of any dividends received or deemed to have been received by it on such share to the extent and in the circumstances prescribed by the Tax Act.

Refundable Tax

A Resident Holder that is a Canadian-controlled private corporation, as defined in the Tax Act, may be subject to a refundable tax in respect of its aggregate investment income for the year, which may include any capital gains realized on a disposition of Securities, and any dividends or deemed dividends that are not deductible by the Canadian-controlled private corporation in computing its taxable income.

Minimum Tax

A Resident Holder who is an individual (other than certain specified trusts) may have an increased liability for alternative minimum tax as a result of taxable dividends received on the Securities or capital gains realized on a disposition of Securities.

Dissenting WGBC Shareholders

The following part of this summary applies to Resident Holders that are Dissenting WGBC Shareholders ("**Resident Dissenting Shareholders**") A Resident Dissenting Shareholder to whom Westleaf consequently pays the fair value of his, her or its WGBC Shares will realize a capital gain (or capital loss) to the extent that the amount paid by Westleaf for those WGBC Shares (excluding interest) exceeds (or is exceeded by) the total of: (a) the adjusted cost base, as defined in the Tax Act, to the Resident Dissenting Shareholder of the WGBC Shares immediately before the Effective Time; and (b) the Resident Dissenting Shareholder's reasonable costs of disposition. The taxation of capital gains and capital losses is described above under the heading "*Principal Canadian Federal Income Tax Considerations – Holders Resident in Canada*".

Any interest awarded by the Court to a Resident Dissenting Shareholder will be included in such Resident Dissenting Shareholder's income for the purposes of the Tax Act. Resident Dissenting Shareholder who are contemplating exercising their Dissent Rights should consult their own tax advisors.

Holders Not Resident in Canada

The following part of this summary is generally applicable to a Holder who, for the purposes of the Tax Act and any applicable income tax treaty, at all relevant times: (a) is not resident or deemed to be resident in Canada; and (b)

does not use or hold, and is not deemed to use or hold, Securities in connection with carrying on a business in Canada (a "**Non-Resident Holder**"). Special rules, which are not discussed in this summary, may apply to a Non-Resident Holder that is an insurer that carries on an insurance business in Canada or elsewhere, or an "authorized foreign bank", as defined in the Tax Act.

Non-Resident Holders should consult with their own tax advisors with respect to the tax consequences to them of acquiring, holding and disposing of Securities.

Share Exchange

The discussion of the income tax consequences of the Share Exchange for Resident Holders under the heading "*Principal Canadian Federal Income Tax Considerations – Holders Resident in Canada*" generally will also apply to Non-Resident Holders in respect of the Share Exchange, subject to the discussion regarding Non-Resident Holders herein and the detailed rules in the Tax Act.

A Non-Resident Holder will not be subject to section 116 withholding of tax provided that the WGBC Shares are not "taxable Canadian property" for the purposes of the Tax Act. WGBC has represented that WGBC Shares will not be taxable Canadian property to Non-Resident Holders for purposes of the Tax Act at the Effective Time because at no particular time during the 60-month period that ends at the Effective Time, more than 50% of the fair market value of such WGBC Shares will have been derived directly or indirectly (otherwise than through a corporation, partnership, or trust the shares or interests in which were not themselves taxable Canadian property at the time) from one or any combination of: (a) real or immovable property situated in Canada, (b) "Canadian resource properties", as defined in the Tax Act, (c) "timber resource properties", as defined in the Tax Act, and (d) options in respect of, or interests in, property described in any of (a) to (c), whether or not the property exists.

Dissenting Non-Resident Holders

The discussion of the income tax consequences relating to Resident Dissenting Shareholders under the heading "*Principal Canadian Federal Income Tax Considerations – Holders Resident in Canada*" will also generally apply to Non-Resident Holders that are Dissenting WGBC Shareholders ("**Non-Resident Dissenting Holder**") to whom Westleaf consequently pays the fair value of his, her or its WGBC Shares, subject to the discussion regarding Non-Resident Holders herein and the detailed rules in the Tax Act.

A Non-Resident Dissenting Holder will not be subject to Canadian tax on capital gains realized on a disposition of WGBC Shares unless the WGBC Shares constitute "taxable Canadian property" for purposes of the Tax Act, as discussed above under the heading "*Principal Canadian Federal Income Tax Considerations – Holders Not Resident in Canada – Taxable Canadian Property*".

A Non-Resident Dissenting Holder will not be subject to section 116 withholding tax provided that the WGBC Shares are not "taxable Canadian property" for the purposes of the Tax Act.

A Non-Resident Dissenting Holder will not be subject to any Canadian withholding tax on any interest awarded to the Non-Resident Holder in respect of the exercise of Dissent Rights under the Arrangement, provided that such interest is not "participating debt interest" for the purposes of the Tax Act.

Dividends

Dividends paid or credited or deemed to be paid or credited to a Non-Resident Holder on a WGBC Share or a Westleaf Share will be subject to Canadian withholding tax at the rate of 25% of the gross amount of the dividend, subject to any reduction in the rate of withholding to which the Non-Resident Holder is entitled under any applicable income tax convention. For example, under the Canada-U.S. Income Tax Convention (1980) (the "**Convention**"), where such dividends are considered to be paid to or derived by a Non-Resident Holder that is the beneficial owner of the dividends and is a U.S. resident for the purposes of, and is entitled to benefits in accordance with, the provisions of the Convention, the applicable rate of Canadian withholding tax is generally reduced to 15%.

Disposition of Westleaf Shares

A Non-Resident Holder who disposes or is deemed for the purposes of the Tax Act to have disposed of a Westleaf Share will generally, subject to the detailed rules in the Tax Act, realize a capital gain (or capital loss) in the taxation year of the disposition equal to the amount, if any, by which the proceeds of disposition are greater (or less) than the total of: (a) the adjusted cost base, as defined in the Tax Act, to the Resident Holder of the Westleaf Share, as the case may be, immediately before the disposition or deemed disposition; and (b) the Resident Holder's reasonable costs of the disposition.

A Non-Resident Holder will generally be subject to Canadian tax on such gain (or loss) only if the Westleaf Share is "taxable Canadian property" for the purposes of the Tax Act.

Taxable Canadian Property

Provided that the Westleaf Shares are, at the time of the applicable disposition, listed on a "designated stock exchange, as defined in the Tax Act (which currently includes the TSXV), the Westleaf Shares generally will not constitute taxable Canadian property of a Non-Resident Holder at that time unless, at any time in the 60-month period preceding the disposition the following two conditions are met concurrently: (a) 25% or more of the issued shares of any class of the capital stock of Westleaf were owned by any combination of: (i) the Non-Resident Holder; (ii) Persons with whom the Non-Resident Holder did not deal at arm's length; and (iii) partnerships in which Persons referred to in (i) or (ii) hold a membership interest (directly or indirectly through one or more partnerships); and (b) more than 50% of the fair market value of the Westleaf Shares was derived, directly or indirectly, from one or any combination of: (i) real or immovable property situated in Canada; (ii) "Canadian resource properties", as defined in the Tax Act; (iii) "timber resource properties", as defined in the Tax Act; and (iv) options in respect of, or interests in, or civil law rights in, property described in (i) to (iii), whether or not such property exists.

Notwithstanding the foregoing, a Westleaf Share may otherwise be deemed to be taxable Canadian property to a Non-Resident Holder for the purposes of the Tax Act. A Non-Resident Holder who disposes of taxable Canadian property will generally be required to file a Canadian tax return for the taxation year in which the disposition of property occurs. If Westleaf Shares constitute taxable Canadian property, a Non-Resident Holder may be entitled to claim an exemption from tax in Canada under the terms of a tax treaty or convention between Canada and the country of residence of the Non-Resident Holder in respect of capital gains realized on the disposition of such Westleaf Shares. **Non-Resident Holders should consult their own tax advisors with respect to these matters, having regard to their own particular circumstances.**

Eligibility for Investment

The Westleaf Shares, if issued on the date hereof, would be qualified investments under the Tax Act for trusts governed by a registered retirement savings plan ("**RRSP**"), a registered retirement income fund ("**RRIF**"), a registered education savings plan ("**RESP**"), a deferred profit sharing plan, a registered disability savings plan ("**RDSP**") or a tax free savings account ("**TFSA**"), each as defined in the Tax Act, (collectively "Exempt Plans") at any particular time, provided that, at that time, the Westleaf Shares are listed on a "designated stock exchange" for the purposes of the Tax Act (which currently includes the TSXV).

Notwithstanding that the Westleaf Shares may be a qualified investment for an Exempt Plan of a particular Holder, as described above, the annuitant under such RRSP or RRIF, the subscriber of such RESP, or the holder of such RDSP or TFSA, as the case may be, will be subject to a penalty tax on such shares if such shares are a "prohibited investment", as described immediately below, for the RRSP, RRIF, RESP, RDSP or TFSA.

Securities of a particular corporation will generally be a "prohibited investment", as defined in subsection 207.01 of the Tax Act, for a RRSP, RRIF, RESP, RDSP or TFSA if the annuitant of the RRSP or RRIF, the subscriber of the RESP or the holder of the TFSA or RDSP, as the case may be: (a) does not deal at arm's length with the particular corporation for the purposes of the Tax Act; or (b) has a "significant interest", as defined in subsection 207.04(4) of the Tax Act, in the particular corporation. A "significant interest" generally includes, but is not limited to, the ownership of 10% or more of any class of issued shares of the particular corporation. In addition, securities of a

particular corporation will generally not be a "prohibited investment" if they are "excluded property", as defined in subsection 207.01(1) of the Tax Act.

Holders who currently hold WGBC Shares in an Exempt Plan or who wish to hold the Westleaf Shares received under the Arrangement in an Exempt Plan should consult their own tax advisors as to the application of these rules in their particular circumstances.

PROCEDURES FOR THE SURRENDER OF WGBC SHARES, WGBC OPTIONS AND WGBC WARRANTS AND RECEIPT OF CONSIDERATION

Procedures for WGBC Shareholders

The details of the procedures for the deposit of physical certificates or forwarding of DRS Advices representing WGBC Arrangement Shares and the delivery by the Depositary of Westleaf Shares payable to former registered WGBC Shareholders are set out in the Letter of Transmittal accompanying this Information Circular. Registered WGBC Shareholders who have not received a Letter of Transmittal should contact the Depositary at **100 University Avenue, 8th Floor, Toronto, Ontario M5J 2Y1, by phone at 1-800-564-6253 or by email at corporateactions@computershare.com.**

Only registered WGBC Shareholders are required to submit a Letter of Transmittal. If you are a Beneficial Shareholder of WGBC Arrangement Shares and are holding your WGBC Arrangement Shares through a nominee such as a broker or dealer, you should carefully follow any instructions provided to you by such nominee.

Registered WGBC Shareholders must validly complete, duly sign and return the enclosed Letter of Transmittal, together with the certificate(s) or DRS Advices representing their WGBC Arrangement Shares, to the Depositary at one of the offices specified in the Letter of Transmittal.

Registered WGBC Shareholders who deposit a validly completed and duly signed Letter of Transmittal, together with accompanying share certificate(s) or DRS Advice representing their WGBC Arrangement Shares, will be forwarded the consideration to which they are entitled as soon as practicable after the later of the Effective Date and the date of receipt by the Depositary of the Letter of Transmittal and certificate(s) or DRS Advice representing such WGBC Arrangement Shares. Once registered WGBC Shareholders surrender their share certificates or forward their DRS Advice, they will not be entitled to sell the WGBC Arrangement Shares to which those certificates relate.

Registered WGBC Shareholders who do not forward to the Depositary a validly completed and duly signed Letter of Transmittal, together with their share certificate(s) or DRS Advice representing their WGBC Arrangement, will not receive the consideration to which they are otherwise entitled until deposit is made. Whether or not WGBC Shareholders forward their share certificate(s) or DRS Advice, as applicable, upon the completion of the Plan of Arrangement on the Effective Date, WGBC Shareholders will cease to be shareholders of WGBC as of the Effective Date and will only be entitled to receive Westleaf Shares to which they are entitled under the Plan of Arrangement or, in the case of registered WGBC Shareholders who properly exercise Dissent Rights, the right to receive fair value for their WGBC Shares in accordance with Section 245 of the BCBCA, as modified by the Interim Order.

The method of delivery of certificate(s) or DRS Advices representing WGBC Arrangement Shares and all other required documents is at the option and risk of the Person depositing their WGBC Arrangement Shares. Any use of the mail to forward certificate(s) or DRS Advices representing WGBC Arrangement Shares and the related Letters of Transmittal shall be at the election and sole risk of the Person depositing WGBC Arrangement Shares, and documents so mailed shall be deemed to have been received by WGBC only upon actual receipt by the Depositary. If such certificates and other documents are to be mailed, WGBC recommends that registered mail be used with proper insurance and an acknowledgement of receipt requested.

DRS Advices representing Westleaf Shares payable under the Arrangement to a former registered holder of WGBC Arrangement Shares who has complied with the procedures set out above and in the Letter of Transmittal will be, as soon as practicable after the Effective Date and after the receipt of all required documents: (a) forwarded to the former WGBC Shareholder at the address specified in the Letter of Transmittal by first class mail; or (b) made

available at the office of the Depositary at which the Letter of Transmittal and the certificate(s) or DRS Advice representing WGBC Arrangement Shares were delivered for pick up by the WGBC Shareholder as requested by the WGBC Shareholder in the Letter of Transmittal.

If no address is provided on the Letter of Transmittal, DRS Advices will be forwarded to the address of the WGBC Shareholder as shown on the register maintained by WGBC. Under no circumstances will interest accrue or be paid by WGBC, Westleaf or the Depositary on Westleaf Shares exchanged for the WGBC Arrangement Shares to Persons depositing WGBC Arrangement Shares with the Depositary, regardless of any delay in making any payment for the WGBC Arrangement Shares.

Where a certificate representing WGBC Arrangement Shares has been lost or destroyed, the registered holder of that share certificate should immediately complete the Letter of Transmittal as fully as possible and forward it, together with an affidavit describing the loss, to the Depositary in accordance with instructions in the Letter of Transmittal. The Depositary has been instructed to respond with replacement share certificate requirements, which are also set out in Section 5.5 of the Plan of Arrangement. A copy of the Plan of Arrangement is attached as Schedule "C" to the Arrangement Agreement. All required documentation must be completed and returned to the Depositary before a cheque will be issued.

The Depositary will act as the agent of Persons who have deposited WGBC Arrangement Shares pursuant to the Arrangement for the purpose of receiving the consideration to be paid to WGBC Shareholders pursuant to the Arrangement and transmitting it to such Persons, and receipt of such consideration by the Depositary will be deemed to constitute receipt of payment by Persons depositing WGBC Arrangement Shares pursuant to the Arrangement.

WGBC Shareholders who are Beneficial Shareholders, and where such WGBC Arrangement Shares are registered in the name of an intermediary (a bank, trust company, securities broker, trustee or other nominee) should contact that intermediary for instructions and assistance in delivering those WGBC Arrangement Shares.

Procedures for WGBC Optionholders

Registered WGBC Optionholders must deliver the instrument(s) representing their WGBC Options to Westleaf's counsel, Borden Ladner Gervais LLP, 1900, 520 3rd Ave SW, Calgary, AB, T2P 0R3, Attn: Louise Lee. Registered WGBC Optionholders who deposit instrument(s) representing their WGBC Options will be forwarded the consideration to which they are entitled as soon as practicable after the later of the Effective Date and the date of receipt by Westleaf of the instrument(s) representing such WGBC Options.

The method of delivery of instrument(s) representing WGBC Options and all other required documents is at the option and risk of the Person depositing their WGBC Options. Any use of the mail to forward instrument(s) representing WGBC Options shall be at the election and sole risk of the Person depositing WGBC Options, and documents so mailed shall be deemed to have been received by WGBC only upon actual receipt by Westleaf. If such certificates and other documents are to be mailed, WGBC recommends that registered mail be used with proper insurance and an acknowledgement of receipt requested.

Instrument(s) representing the Westleaf Options issued in exchange for WGBC Options pursuant to the Arrangement will be forwarded to the address of the WGBC Optionholder as shown on the register maintained by WGBC.

Where an instrument representing WGBC Options has been lost or destroyed, the registered holder of that instrument should immediately notify WGBC and Westleaf of such loss or destruction to arrange for a replacement.

Procedures for WGBC Warrantholders

Instrument(s) representing the Westleaf Replacement Warrants issued in exchange for WGBC Warrants pursuant to the Arrangement will be forwarded to the address of the holder of WGBC Warrants as shown on the register maintained by WGBC with no further action required by or on behalf of the WGBC Warrantholder as soon as practicable after the Effective Date.

Cancellation of Rights of WGBC Shareholders

From and after the Effective Time, instruments formerly representing WGBC Options and WGBC Warrants and certificates and DRS Advices formerly representing WGBC Arrangement Shares under the Arrangement shall represent only the right to receive the consideration to which the former WGBC Shareholders, WGBC Optionholders and WGBC Warrantholders are entitled under the Arrangement, or as to those held by Dissenting WGBC Shareholders, other than those Dissenting WGBC Shareholders deemed to have participated in the Arrangement pursuant to Section 3.1 of the Plan of Arrangement, to receive the fair value of the WGBC Arrangement Shares represented by such certificates or DRS Advices.

Subject to applicable law relating to unclaimed property, any share certificate formerly representing WGBC Arrangement Shares that is not deposited with all other documents as required by this Arrangement on or before the day that is three years less one day from the Effective Date shall cease to represent a right or claim of any kind or nature and, for greater certainty, the right of the holder of such WGBC Arrangement Shares to receive certificates representing Westleaf Shares, together with all dividends, distributions or cash payments thereon held for such holder, shall be deemed to be surrendered to Westleaf. On such date, the consideration in the form of Westleaf Shares to which such former holder was entitled shall be deemed to have been cancelled, and none of Westleaf or any other Person shall have any obligations to issue such Westleaf Shares.

Fractional Securities

No DRS Advices representing fractional Westleaf Shares or instruments representing fractional Westleaf Options or fractional Westleaf Replacement Warrants shall be issued pursuant to the Arrangement. In the event that a WGBC Shareholder, WGBC Optionholder or WGBC Warrantholder would otherwise be entitled to fractional Westleaf Shares, Westleaf Options or Westleaf Replacement Warrants, the number of Westleaf Shares, Westleaf Options or Westleaf Replacement Warrants issued to such holder of WGBC Arrangement Shares, WGBC Options or WGBC Warrants shall be rounded up to the next greater whole number of Westleaf Shares, Westleaf Options or Westleaf Replacement Warrants, as applicable, if the fractional entitlement is greater than or equal to 0.5 and shall, without any additional compensation, be rounded down to the next whole number of Westleaf Shares, Westleaf Options or Westleaf Replacement Warrants, as applicable, if the fractional entitlement is less than 0.5. In calculating such fractional interests, all WGBC Arrangement Shares, WGBC Options and/or WGBC Warrants registered in the name of or beneficially held by such WGBC Shareholder, WGBC Optionholder or WGBC Warrantholder, as applicable, or their nominee shall be aggregated.

RIGHTS OF DISSENT

The following is a summary of the provisions of the BCBCA relating to a WGBC Shareholder's dissent and appraisal rights in respect of the WGBC Arrangement Resolution. Such summary is not a comprehensive statement of the procedures to be followed by a Dissenting WGBC Shareholder who seeks payment of the fair value of its WGBC Shares and is qualified in its entirety by reference to the full text of Division 2 of Part 8 of the BCBCA, which is attached to this Information Circular as Appendix F, as modified by the Plan of Arrangement and the Interim Order.

It is a condition to Westleaf's obligation to complete the Arrangement that WGBC Shareholders holding no more than 5% of the WGBC Shares shall have exercised Dissent Rights that have not been withdrawn as at the Effective Date.

The statutory provisions dealing with the right of dissent are technical and complex. Any Dissenting WGBC Shareholders should seek independent legal advice, as failure to comply strictly with the provisions of Division 2 of Part 8 of the BCBCA, as modified by the Plan of Arrangement and the Interim Order, may result in the loss of all Dissent Rights.

The Interim Order expressly provides registered holders of WGBC Shares with the right to dissent with respect to the WGBC Arrangement Resolution. Each Dissenting WGBC Shareholder is entitled to be paid the fair value (determined as of immediately before the passing of the WGBC Arrangement Resolution) of all, but not less than

all, of the holder's WGBC Shares, provided that the holder duly dissents to the WGBC Arrangement Resolution and the Arrangement becomes effective.

In many cases, WGBC Shares beneficially owned by a holder are registered either: (a) in the name of an intermediary that such WGBC Shareholder deals with in respect of such WGBC Shares, such as, among others, banks, trust companies, securities brokers, trustees and other similar entities; or (b) in the name of a depository, such as CDS, of which the intermediary is a participant. Accordingly, such holders who beneficially own, control and direct WGBC Shares will not be entitled to exercise his, her or its rights of dissent directly (unless the WGBC Shares are reregistered in such holder's name).

With respect to WGBC Shares in connection to the Arrangement, pursuant to the Interim Order, a registered holder of WGBC Shares, other than an affiliate of WGBC, may exercise rights of dissent under Division 2 of Part 8 of the BCBCA, as modified by the Plan of Arrangement and the Interim Order; provided that, notwithstanding section 242(1)(a) of the BCBCA, the written objection to the WGBC Arrangement Resolution must be sent to WGBC by WGBC Shareholders who wish to dissent not later than 10:00 a.m. (Vancouver time) on December 16, 2019 or not less than 48 hours (excluding Sundays, Saturdays and statutory holidays in the Province of British Columbia) prior to the time set for the WGBC Meeting or to any adjournments of the WGBC Meeting. WGBC's address for such purpose is the offices of McCarthy Tétrault LLP, 421-7 Avenue S.W., Suite 4000, Calgary, Alberta, T2P 4K9 Attention: Nathan Robb.

To exercise Dissent Rights, a WGBC Shareholder must dissent with respect to all WGBC Shares of which it is the registered and beneficial owner. A registered holder of WGBC Shares who wishes to dissent must deliver written Dissent Notice to WGBC as set forth above and such Dissent Notice must strictly comply with the requirements of section 242 of the BCBCA. Any failure by a WGBC Shareholder to fully comply with the provisions of the BCBCA, as modified by the Plan of Arrangement and the Interim Order, may result in the loss of that holder's Dissent Rights. Beneficial Shareholders of WGBC Shares who wish to exercise Dissent Rights must cause each registered holder of WGBC Shares holding their WGBC Shares to deliver the Dissent Notice.

To exercise Dissent Rights, a registered holder of WGBC Shares must prepare a separate Dissent Notice for him, her or itself, if dissenting on his, her or its own behalf, and for each other holder of WGBC Shares who beneficially owns, controls or directs WGBC Shares registered in the WGBC Shareholder's name and on whose behalf the registered holder of WGBC Shares is dissenting; and must dissent with respect to all of the WGBC Shares registered in his, her or its name or if dissenting on behalf of a Beneficial Shareholder of WGBC Shares, with respect to all of the WGBC Shares registered in his, her or its name and beneficially owned by the holder on whose behalf the registered holder of WGBC Shares is dissenting. The Dissent Notice must set out the number of WGBC Shares in respect of which the Dissent Rights are being exercised (the "**Notice Shares**") and: (a) if such WGBC Shares constitute all of the WGBC Shares of which the WGBC Shareholder is the registered and beneficial owner and the WGBC Shareholder owns no other WGBC Shares beneficially, a statement to that effect; (b) if such WGBC Shares constitute all of the WGBC Shares of which the WGBC Shareholder is both the registered and beneficial owner, but the WGBC Shareholder owns additional WGBC Shares beneficially, a statement to that effect and the names of the registered holders of WGBC Shares, the number of WGBC Shares held by each such registered holder of WGBC Shares and a statement that written notices of dissent are being or have been sent with respect to such other WGBC Shares; or (c) if the Dissent Rights are being exercised by a registered holder of WGBC Shares who is not the beneficial owner of such WGBC Shares, a statement to that effect and the name of the Beneficial Shareholder and a statement that the registered holder of WGBC Shares is dissenting with respect to all WGBC Shares of the Beneficial Shareholder registered in such registered holder's name.

If the WGBC Arrangement Resolution is approved by the WGBC Shareholders and WGBC Optionholders, and WGBC notifies a registered holder of Notice Shares of WGBC's intention to act upon the WGBC Arrangement Resolution pursuant to section 243 of the BCBCA, in order to exercise Dissent Rights, such WGBC Shareholder must, within one month after WGBC gives such notice, send to WGBC a written notice that such holder requires the purchase of all of the Notice Shares in respect of which such holder has given Dissent Notice. Such written notice must be accompanied by the certificate(s) or DRS Advice(s) representing those Notice Shares (including a written statement prepared in accordance with section 244(1)(c) of the BCBCA if the dissent is being exercised by the WGBC Shareholder on behalf of a Beneficial Shareholder), whereupon, subject to the provisions of the BCBCA relating to the termination of Dissent Rights, the WGBC Shareholder becomes a Dissenting WGBC Shareholder,

and is entitled to be paid the fair value of those WGBC Shares. Such Dissenting WGBC Shareholder may not vote, or exercise or assert any rights of a WGBC Shareholder in respect of such Notice Shares, other than the rights set forth in Division 2 of Part 8 of the BCBCA, as modified by the Plan of Arrangement and the Interim Order.

Dissenting WGBC Shareholders who:

(a) ultimately are entitled to be paid fair value for such WGBC Shares: (a) shall be deemed not to have participated in the transactions in Article 2 (other than Section 2.3(1)) of the Plan of Arrangement; (b) will be entitled to be paid the fair value of such WGBC Shares by Westleaf, which fair value, notwithstanding anything to the contrary contained in Division 2 of Part 8 of the BCBCA, shall be determined as of the close of business on the day before the WGBC Arrangement Resolution was adopted; and (c) will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such WGBC Shares; or

(b) ultimately are not entitled, for any reason, to be paid fair value for such WGBC Shares shall be deemed to have participated in the Arrangement as of the Effective Time on the same basis as a non-dissenting holder of WGBC Shares as described in Section 3.1(a) of the Plan or Arrangement and shall be entitled to receive only the consideration contemplated in Section 4.1(a) of the Plan of Arrangement that such WGBC Shareholder would have received pursuant to the Arrangement if such WGBC Shareholder had not exercised Dissent Rights.

If the Arrangement is approved, any Dissenting WGBC Shareholder, or WGBC, may apply to the Court to fix the fair value of the Dissenting WGBC Shareholder's WGBC Shares, and the Court may determine the payout value of the WGBC Shares, giving judgment in that amount against Westleaf, in favour of the Dissenting WGBC Shareholder and fixing the time by which Westleaf must pay that amount to the Dissenting WGBC Shareholder. If such an application is made by a Dissenting WGBC Shareholder, WGBC (or Westleaf in lieu of WGBC pursuant to sections 244 and 245 of the BCBCA) (the "**Payee**") shall, unless the Court orders otherwise, send to each Dissenting WGBC Shareholder a written offer (the "**Offer to Purchase**") to pay the Dissenting WGBC Shareholder an amount considered by the board of directors of the Payee to be the fair value of the subject WGBC Shares, together with a statement showing how the fair value of such WGBC Shares was determined. Every Offer to Purchase shall be on the same terms. At any time before the Court pronounces an order fixing the fair value of a Dissenting WGBC Shareholder's WGBC Shares, such Dissenting WGBC Shareholder may enter an agreement with the Payee for the purchase of such WGBC Shares in the amount of the Offer to Purchase or otherwise. The Offer to Purchase shall be sent to each Dissenting WGBC Shareholder within ten days of Westleaf being served with a copy of the originating notice. Any order of the Court may also contain direction in relation to the payment to the Dissenting WGBC Shareholder of all or part of the sum offered by the Payee for such WGBC Shares, the deposit of the certificates representing such WGBC Shares and other matters. If a Dissenting WGBC Shareholder strictly complied with the foregoing Dissent Rights requirement, but the Arrangement is not completed, the Payee will return to the Dissenting WGBC Shareholder the certificates delivered to the Payee by the Dissenting WGBC Shareholder, if any.

On (a) the Effective Time, (b) the making of an agreement between the Payee and the Dissenting WGBC Shareholder as to the payment to be made for the Dissenting WGBC Shareholder's WGBC Shares, or (c) the pronouncement of an order by the Court, whichever occurs first, the Dissenting WGBC Shareholder ceases to have any rights as a WGBC Shareholder other than the right to be paid the fair value of his or her WGBC Shares in an amount agreed to by the Payee and such Dissenting WGBC Shareholder or in the amount set forth in an order of the Court, as the case may be, which fair value shall be determined as of the close of business on the last business day before the day on which the WGBC Arrangement Resolution was approved. Until any one of such events occurs, the Dissenting WGBC Shareholder may withdraw his or her dissent or WGBC may rescind the WGBC Arrangement Resolution and in either event, the dissent proceedings shall be discontinued. If a Dissenting WGBC Shareholder fails to strictly comply with the Dissent Rights requirements, they will lose their Dissent Rights, the Payee will return to the Dissenting WGBC Shareholder the certificates representing their WGBC Shares that were delivered to the Payee, if any, and if the Arrangement is completed, that Dissenting WGBC Shareholder will be deemed to have participated in the Arrangement on the same terms as any WGBC Shareholder.

If the Payee is not permitted to make a payment to a Dissenting WGBC Shareholder due to there being reasonable grounds for believing the Payee would after the payment be unable to pay its liabilities as they become due, or the realizable value of the Payee's assets would thereby by less than the aggregate of its liabilities, then the Payee shall, within ten days of after the pronouncement of an order, or the making of an agreement between the Payee and the Dissenting WGBC Shareholder as to the payment to be made for his or her WGBC Shares, notify each Dissenting WGBC Shareholder that it is unable to lawfully pay Dissenting WGBC Shareholders for their WGBC Shares.

Notwithstanding that a judgement has been given in favour of a Dissenting WGBC Shareholder by the Court, if the Payee is not permitted to make a payment to a Dissenting WGBC Shareholder for the reasons stated above, the Dissenting WGBC Shareholder by written notice delivered to the Payee within thirty days after receiving the notice, as set forth in the previous paragraph, may withdraw his or her Dissent Notice, in which case the Payee is deemed to consent to the withdrawal and the Dissenting WGBC Shareholder is reinstated to his or her full rights as a WGBC Shareholder, failing which he or she retains his or her status as a claimant against the Payee to be paid as soon as it is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the Payee but in priority to shareholders.

There is no obligation on WGBC to make an application to the Court. The Dissenting WGBC Shareholder will be entitled to receive the fair value that the WGBC Shares had immediately before the close of business on the day before the passing of the WGBC Arrangement Resolution, excluding any appreciation or depreciation in anticipation of the vote (unless such exclusion would be inequitable).

After a determination of the fair value of the WGBC Shares in respect of which a WGBC Shareholder is dissenting, the Payee must then promptly pay that amount to the Dissenting WGBC Shareholder. In no case will Westleaf, the Depositary or any other Person be required to recognize Dissenting WGBC Shareholders as Westleaf Shareholders after the Effective Time, and the names of such Dissenting WGBC Shareholders will be deleted from the central securities register as WGBC Shareholders at the Effective Time.

In no circumstances will Westleaf, WGBC or any other Person be required to recognize a Person as a Dissenting WGBC Shareholder: (a) unless such Person is the holder of the WGBC Shares in respect of which Dissent Rights are purported to be exercised immediately prior to the Effective Time; (b) if such Person has voted or instructed a proxy holder to vote such Notice Shares for the WGBC Arrangement Resolution; or (c) unless such Person has strictly complied with the procedures for exercising Dissent Rights set out in Division 2 of Part 8 of the BCBCA, as modified by the Plan of Arrangement and the Interim Order and does not withdraw such Dissent Notice prior to the Effective Time.

In no circumstances will Westleaf, WGBC or any other Person be required to recognize a Dissenting WGBC Shareholder as the holder of any Westleaf Share in respect of which Dissent Rights have been validly exercised at and after the completion of the steps contemplated in the Plan of Arrangement. WGBC Optionholders will not be entitled to exercise Dissent Rights in respect of WGBC Options. Dissent Rights with respect to Notice Shares will terminate and cease to apply to the Dissenting WGBC Shareholder if, before full payment is made for the Notice Shares, the Arrangement in respect of which the Dissent Notice was sent is abandoned or by its terms will not proceed, a court permanently enjoins or sets aside the corporate action approved by the WGBC Arrangement Resolution, or the Dissenting WGBC Shareholder withdraws the Dissent Notice with WGBC's written consent. If any of these events occur, WGBC must return the share certificates representing the WGBC

Shares to the Dissenting WGBC Shareholder and the Dissenting WGBC Shareholder regains the ability to vote and exercise its rights as a WGBC Shareholder.

The discussion above is only a summary of the Dissent Rights, which are technical and complex. A WGBC Shareholder who intends to exercise Dissent Rights must strictly adhere to the procedures established in Division 2 of Part 8 of the BCBCA, as modified by the Plan of Arrangement and the Interim Order, and failure to do so may result in the loss of all Dissent Rights. Persons who are holders of WGBC Shares registered in the name of an intermediary, or in some other name, who wish to exercise Dissent Rights should be aware that only the registered owner of such WGBC Shares is entitled to dissent.

There can be no assurance that the amount Dissenting WGBC Shareholders receive as fair value for their WGBC Shares will be more than or equal to the consideration under the Arrangement.

Accordingly, each WGBC Shareholder wishing to avail himself, herself or itself of the Dissent Rights should carefully consider and comply with the provisions of the Interim Order, the Plan of Arrangement and Division 2 of Part 8 of the BCBCA, which are attached to this Information Circular as Appendix F, respectively, and seek his, her or its own legal advice.

INFORMATION CONCERNING WESTLEAF UPON COMPLETION OF THE ARRANGEMENT

Corporate Structure

Upon Closing, Westleaf will continue to be a corporation governed by the laws of Alberta and will continue under the name "Westleaf Inc.". WGBC will become a wholly-owned subsidiary of Westleaf and will be a corporation governed by the laws of British Columbia. Westleaf's head office will be located at 530 8 Avenue S.W., Suite 710, Calgary, AB T2P 3S8 and its registered office will be located at 520 – 3rd Avenue S.W., Suite 1900, Calgary, Alberta T2P 0R3.

Intercorporate Relationships

The list below sets out the corporate structure of Westleaf following Closing and including its subsidiaries, their respective jurisdictions of incorporation, and the percentage of voting rights held.

Company Name	Ownership interest by Westleaf	Jurisdiction of Incorporation
Westleaf Enterprises Inc.	100%	Alberta
Westleaf Cultivation Management I Inc.	100%	Alberta
Westleaf Cultivation Management II Inc.	100%	Alberta
Westleaf Holdings Inc.	100%	Alberta
Westleaf Retail Inc.	100%	Alberta
Westleaf Retail BC Inc.	100%	British Columbia
Westleaf Labs Inc.	100%	Alberta
Westleaf Labs LP	100%	Alberta
Canndara Canada Inc.	100%	Alberta
Canndara Alberta Inc.	100%	Alberta
Canndara Retail West Ltd.	100%	British Columbia
Canndara Retail 101 Inc.	100%	Alberta
Canndara Franchise Inc.	100%	Canada
Westleaf International Inc.(1)	100%	Delaware
We Grow B.C. Ltd.	100%	British Columbia
1070582 B.C. Ltd.	100%	British Columbia
R Spetifore & Sons Ltd.	100%	British Columbia

Description of the Business of Westleaf upon Closing

Upon Closing, the business of Westleaf will not change, except that it will also include the business of WGBC. For more information about the general development of Westleaf's business, see Appendix G - *Information Concerning Westleaf – General Development of the Business* and for more information about the general development of WGBC's business, see Appendix J - *Information Concerning We Grow BC Ltd. – General Development of the Business*.

Pro Forma Consolidated Capitalization

The following table sets forth the capitalization of Westleaf as at the Effective Date after giving effect to the Arrangement and assuming completion of the Maximum Subscription Receipt Financing. Such information should be read in conjunction with the information contained in Appendix G – *Information Concerning Westleaf Inc.* and Appendix J – *Information Concerning We Grow BC Ltd.*

Designation of Security	Amount Authorized	Amount Outstanding Immediately Following the Effective Time and Assuming the Maximum Subscription Receipt Financing (Undiluted)
Westleaf Shares	Unlimited	337,425,527[(1)]
Westleaf Preferred Shares	Unlimited	Nil
Westleaf Options	Option cap[(2)]	24,350,390[(2)]
Westleaf RSUs	N/A	8,785,739[(3)]
Westleaf Debentures	N/A	$12,000,000
Westleaf Performance Warrants	N/A	1,230,000
Westleaf Warrants[(4)]	N/A	27,217,869

Notes:

(1) Assumes completion of the Maximum Subscription Receipt Financing.
(2) The Westleaf Option Plan provides that the number of authorized, but unissued Westleaf Shares that may be subject to options granted to optionees shall not exceed 20% of the Westleaf Shares issued and outstanding at the date of grant.
(3) The Westleaf RSU Plan provides that the number of authorized, but unissued Westleaf Shares that may be subject to Westleaf RSUs shall not exceed 20% of the Westleaf Shares issued and outstanding at the date of grant.
(4) Includes Westleaf Replacement Warrants.

Principal Securityholders

To the knowledge of the directors and officers of each of the Westleaf and WGBC, no Persons will beneficially own, directly or indirectly, or exercise control or direction over voting securities carrying more than 10% of the voting rights attached to any class of voting securities of Westleaf after the Closing.

Westleaf Option Plan upon Closing

Upon Closing, the Westleaf Option Plan will remain in place. For a description of the Westleaf Option Plan, see Appendix H – *Westleaf Option Plan.*

Westleaf RSU Plan upon Closing

Upon Closing, the Westleaf RSU Plan will remain in place. For a description of the Westleaf RSU Plan, see Appendix I – *Westleaf RSU Plan.*

Proforma Financial Information

The following table sets forth certain selected pro forma consolidated financial information for Westleaf after giving effect to the Arrangement. Such unaudited pro forma consolidated financial information is based on certain assumptions and adjustments and are not necessarily indicative of Westleaf's consolidated financial position if the events reflected therein were in effect for the periods presented, nor do they purport to project the Westleaf's financial position or results from operations for any future period. Actual amounts recorded upon Closing will differ

from the pro forma information presented below. No attempt has been made to calculate or estimate potential synergies between WGBC and Westleaf.

	Pro Forma as at June 30, 2019 after Giving Effect to the Arrangement and Assuming the Maximum Subscription Receipt Financing
Current Assets	$30,922,000
Current Liabilities	$13,048,000
Shareholders' Equity	$58,273,000

Directors, Officers and Promoters

Upon Closing, the Westleaf Board will consist of five members, being Cody Church and Delbert Wapass, each of whom will be nominees of Westleaf, and Benjamin Sze, Michael Kelly and Paul Wilson, each of whom will be nominees of WGBC. It is further expected that Benjamin Sze will serve as Chief Executive Officer, Scott Hurd will serve as President, Taylor Ethans will serve as Chief Financial Officer, Gary Leong will serve as Chief Compliance Officer and Adam Coates will serve as Executive Vice-President, Commercial.

Name, Address, Occupation and Security Holdings

The following table sets forth certain information regarding each of the proposed individuals who will be directors and officers of Westleaf upon Closing. The names of the directors and officers of Westleaf upon Closing, their municipalities of residence, their positions with Westleaf, the periods served as a director of Westleaf or WGBC prior to the Arrangement, as applicable, the number and percentage of voting securities of Westleaf that will be beneficially owned by them upon Closing, directly or indirectly (on a non-diluted basis), or over which control or direction is proposed to be exercised, and their principal occupations during the past five years are as follows:

Name and Municipality of Residence	Proposed Office	Principal Occupation and Positions Held During the last 5 years	Prior Position with Westleaf or WGBC	Number and % of Westleaf Shares Held Immediately Following the Effective Time[(1)(2)(3)]
Benjamin Sze Calgary, Alberta	Chief Executive Officer and a Director	Acting Chief Executive Officer of WGBC from January 1, 2019 to present. Chief Executive Officer of Yakker Communications Inc. from June 2015 to June 2018. Chief Executive Officer of Steadfast Homes from March 2013 to November 2015.	Acting Chief Executive Officer of WGBC	6,822,400 (1.71%)
Scott Hurd Calgary, Alberta	President	Chief Executive Officer and Director of Westleaf (August 2017 to present) Vice President, Business Development at Grafton Asset Management Inc. (February 2013 to February 2018).	President and Chief Executive Officer of Westleaf	6,500,000 (1.63%)

Name and Municipality of Residence	Proposed Office	Principal Occupation and Positions Held During the last 5 years	Prior Position with Westleaf or WGBC	Number and % of Westleaf Shares Held Immediately Following the Effective Time[1][2][3]
Taylor Ethans Calgary, Alberta	Chief Financial Officer	Chief Financial Officer and Director of Westleaf (August 2017 to present) Vice President at TriWest Capital Partners (September 2012 to July 2017)	Chief Financial Officer and Director of Westleaf	6,620,000 (1.66%)
Gary Leong Surrey, British Columbia	Chief Compliance Officer	Self-employed as a consultant since April 2019. Chief Scientific Officer of Aphria Inc. from June 2014 to March 2019.	Director of WGBC	319,800 (0.08%)
Adam Coates Calgary, Alberta	Executive Vice-President, Commercial	Chief Commercial Officer of Westleaf (February 2019 to present) Vice President of Sales and Marketing of Westleaf (March 2018 to January 2019) Chief Operating Officer of Modern Leaf (August 2017 to March 2018) Vice President of Specialty Sales at Labatt Breweries of Canada (January 2016 to July 2017) Senior Manager, Finance at Labatt Breweries of Canada (September 2015 to January 2016)	Chief Commercial Officer of Westleaf	173,333 (0.04%)
Michael Kelly[4] Calgary, Alberta	Director	Director and Chairman of the Board, Enersoft Inc. (February 2019 to present) Executive Vice President and Chief Financial Officer, STEP Energy Services (October 2018 to present) Director, STEP Energy Services Ltd. (March 2017 to September 2018) President, Hogarth Ventures Ltd. (May 2017 to September 2018) Executive Vice President and Chief Financial Officer, PTW Energy Services Ltd. (February 2015 to April 2017)	None	Nil (0%)

Name and Municipality of Residence	Proposed Office	Principal Occupation and Positions Held During the last 5 years	Prior Position with Westleaf or WGBC	Number and % of Westleaf Shares Held Immediately Following the Effective Time[1][2][3]
Paul Wilson[5] Calgary, Alberta	Director	President, Cannabis Division of Alcanna Inc. (March 2018 to October 2018) Chief Executive Officer of Hold It All Inc. (March 2015 to February 2017) President of Spence Diamonds (September 2014 to May 2015)	None	Nil (0%)
Cody Church[6] Calgary, Alberta	Director	Co-founder and Senior Managing Director of TriWest Capital Partners (1998 - Present)	Director of Westleaf	258,823 (0.06%)
Delbert Wapass Turtleford, Saskatchewan	Director	Director of Westleaf (August 2018 to present) Chief of Thunderchild First Nation (October 2010 to October 2018)	Director of Westleaf	235,294 (0.06%)

Notes:

(1) Assumes 399,009,525 Westleaf Shares will be issued and outstanding immediately after the Effective Time, calculated on an fully diluted basis (not including Westleaf Shares issuable upon conversion of Westleaf Debentures) and including the Maximum Subscription Receipt Financing and assumes that no Westleaf Options, Westleaf RSUs or Westleaf Warrants are exercised between the date hereof and the Effective Date. Includes number of Westleaf Shares held on a fully-diluted basis, including Westleaf Shares issuable on the exercise of in the money and out of the money Westleaf Options, Westleaf RSUs and Westleaf Warrants (inclusive of Westleaf Options exchanged for WGBC Options).

(2) Westleaf Shares anticipated to be beneficially owned, directly or indirectly, or over which control or direction is exercised, as at the Effective Date, is based upon information furnished to Westleaf and WGBC by the above individuals.

(3) Assumes no participation in the Subscription Receipt Financing by proposed directors and officers. If proposed directors and officers participate in the Subscription Receipt Financing, amounts of Westleaf Shares anticipated to be beneficially owned, directly or indirectly, or over which control or direction is exercised by proposed directors and officers immediately following closing may change.

(4) Proposed Chair of the Westleaf Audit Committee following Closing.

(5) Proposed member of the Westleaf Audit Committee following Closing.

(6) Proposed member of the Westleaf Audit Committee following Closing.

Assuming completion of the Arrangement, all proposed officers and directors of Westleaf will hold an aggregate of 20,929,650 Westleaf Shares representing approximately 5.26% of the issued and outstanding Westleaf Shares on a fully diluted basis (not including Westleaf Shares issuable upon conversion of Westleaf Debentures) and assuming completion of the Maximum Subscription Receipt Financing.

The term of office of the directors expires annually at the time of Westleaf's annual general meeting or when or until their successor is duly appointed or elected. The term of office of Westleaf's executive officers expires at the discretion of the Westleaf directors. Benjamin Sze, one of the directors of Westleaf upon Closing, will not be independent of Westleaf within the meaning of NI 58-101. The remaining proposed directors of Westleaf are considered to be independent within the meaning of NI 58-101.

Biographies

A brief description of the biographies for all of the proposed directors and officers of Westleaf upon Closing are set out below.

Benjamin Sze, Age 37 – *Proposed Chief Executive Officer and Director*

Mr. Sze has acted as a Director of WGBC since November 2013 and as Acting Chief Executive Officer of WGBC since January 1, 2019. Prior thereto, Mr. Sze acted as Chief Executive Officer of Yakker Communications and Chief Executive Officer of Steadfast Homes. Mr. Sze has 20 plus years of entrepreneurial experience, innovation and leadership. He has built, operated and sold companies across multiple verticals including technology, e-commerce, retail, liquor and real estate and as Acting Chief Executive Officer of WGBC, he took the company from a licensed producer to a cash flowing EBITDA positive cultivator in seven months.

Upon Closing, it is anticipated that Mr. Sze will serve Westleaf on a full time basis. It is not anticipated that Mr. Sze will enter into a non-competition agreement with Westleaf.

Scott Hurd, Age 32 – *Proposed President*

Mr. Hurd is a co-founder and former President & Chief Executive Officer of Westleaf and brings significant leadership, business development, and capital markets expertise. Prior to Westleaf, Scott served as VP Business Development at Grafton Asset Management, a Canadian asset management firm, where he was involved in raising, investing and managing over $1 billion of capital. Mr. Hurd also worked for Macquarie Energy Capital's principal investing group where he focused on the origination and execution of investments in domestic and international structured and mezzanine debt, public and private equities, and joint venture transactions and CIBC World Markets in the global energy investment banking group. Mr. Hurd is a CFA Charterholder and holds a Bachelor of Commerce with a major in Finance from the University of Calgary.

Upon Closing, it is anticipated that Mr. Hurd will serve Westleaf on a full time basis. It is not anticipated that Mr. Hurd will enter into a non-competition agreement with Westleaf.

Mr. Taylor Ethans, Age 32 – *Proposed Chief Financial Officer*

Mr. Ethans is a co-founder of Westleaf and brings significant capital markets and private equity investment expertise. Previously, Mr. Ethans was a Vice President for TriWest Capital Partners where he executed eleven acquisitions and divestures in manufacturing and retail focused businesses, totaling over $1 billion in valuation. In addition, Mr. Ethans served as a director on the boards of Landmark Cinemas and Trimlite Manufacturing. Prior to TriWest Capital Partners, Mr. Ethans worked at RBC Capital Markets where he was involved in numerous public equity and debt financings. Mr. Ethans holds a Bachelor of Commerce (honours with Distinction), with a major in Finance from the University of Manitoba.

Upon Closing, it is anticipated that Mr. Ethans will serve Westleaf on a full time basis. It is not anticipated that Mr. Ethans will enter into a non-competition agreement with Westleaf.

Mr. Gary Leong, Age 55 – *Proposed Chief Compliance Officer*

Mr. Leong was previously Chief Scientific Officer at Aphria Inc. and has a background in quality assurance, quality control, quality systems audits, international and domestic regulatory affairs and product research and development. Prior to that Mr. Leong was Chief Scientific Officer at Jamieson Laboratories Limited (now Jamieson Wellness). Mr. Leong holds a Bachelor of Science degree from the University of British Columbia and Master of Business Administration from City University.

Upon Closing, it is anticipated that Mr. Leong will serve Westleaf on a full time basis. It is not anticipated that Mr. Leong will enter into a non-competition agreement with Westleaf.

Mr. Adam Coates, Age 32 - *Proposed Executive Vice-President, Commercial*

Mr. Coates has experience in consumer-packaged good sales and marketing initiatives. Prior to Westleaf, Mr. Coates acted as Vice President of Specialty Sales at Labatt Breweries of Canada, where he was responsible for over $70 million in revenue and overall volume and revenue growth in eight major urban centres across Canada. Prior to that,

Mr. Coates served as Senior Manager of Finance at Labatt, where he led the business integration, including brand expansion and budgeting plans, for the acquisitions of Mill Street Brewery and Mark Anthony Brands. Mr. Coates holds an Honors Degree in Business Administration from the Richard Ivey School of Business.

Upon Closing, it is anticipated that Mr. Coates will serve Westleaf on a full time basis. It is not anticipated that Mr. Coates will enter into a non-competition agreement with Westleaf.

Mr. Cody Church, Age 48 – *Proposed Director*

Mr. Church has an extensive background in finance and investment banking in both the United States and Canada. He is currently the President and Chief Executive Officer of Clear North Capital of Calgary. Previously, Mr. Church co-founded TriWest Capital Partners which raised $1.3 billion of committed equity capital through five managed funds and generated exceptional returns across all five funds. Mr. Church received a Bachelor of Economics from Harvard University and is an active member of the community, having served on numerous community boards.

Upon Closing, it is anticipated that Mr. Church will devote the time necessary to perform the work required in connection with acting as a director of Westleaf. It is not anticipated that Mr. Church will enter into a non-competition agreement with Westleaf.

Mr. Delbert Wapass, Age 51 – *Proposed Director*

Mr. Wapass has previously been the Chief of Thunderchild First Nation for two terms and was previously an executive member with the Federation of Saskatchewan Indian Nations for two terms. Prior roles include teaching, school administration, researching, governance negotiating, public relations, human resources and finance. Mr. Wapass holds a B.A. from the University of Regina, a B.Ed. from the University of Saskatchewan, and a Master's degree in Educational Administration from the University of Saskatchewan.

Upon Closing, it is anticipated that Mr. Wapass will devote the time necessary to perform the work required in connection with acting as a director of Westleaf. It is not anticipated that Mr. Wapass will enter into a non-competition agreement with Westleaf.

Mr. Michael Kelly, Age 56 – *Proposed Director*

Mr. Kelly has extensive board experience having served on STEP Energy Services Ltd.'s board from April 2014 until October 2018 where he served as Audit Committee Chair and was a member of the Compensation and Corporate Governance Committee. Mr. Kelly is currently the Executive Vice President and Chief Financial Officer of STEP Energy Services Ltd., serves as Chair of Enersoft Inc., and sits on the board of Interra Ltd. He is a chartered accountant and a member of the Institute of Chartered Accountants of Alberta and is a certified director from the Institute of Corporate Directors.

Upon Closing, it is anticipated that Mr. Kelly will devote the time necessary to perform the work required in connection with acting as a director of Westleaf. It is not anticipated that Mr. Kelly will enter into a non-competition agreement with Westleaf.

Mr. Paul Wilson, Age 61 – *Proposed Director*

Mr. Wilson has served as Chief Executive Officer, President, Executive Vice President, and officer in a number of retail businesses including leadership roles in Canadian Tire, Mark's, Princess Auto, Spence Diamonds, Hold it All Inc. and Alcanna Inc.'s Nova Cannabis. Mr. Wilson has a consistent winning record in sectors ranging from hard goods to apparel and in formats ranging from start-ups and small chains to department stores and large concepts. Mr. Wilson is a brand builder experienced in developing value through establishing genuine and true brand identities and their operations and holds a Bachelor of Commerce (honors) from the Laurentian University.

Upon Closing, it is anticipated that Mr. Wilson will devote the time necessary to perform the work required in connection with acting as a director of Westleaf. It is not anticipated that Mr. Wilson will enter into a non-competition agreement with Westleaf.

Cease Trade Orders or Bankruptcies

None of the proposed directors, officers, or promoters of Westleaf following Closing has, within the last 10 years, been a director, officer or promoter of any company that, while such person was acting in that capacity, was the subject of a cease trade or similar order or an order that denied that company access to any exemptions under Applicable Securities Laws for a period of more than 30 consecutive days or became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of that company.

Penalties or Sanctions

None of the proposed directors, officers, or promoters of Westleaf following Closing has been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or has entered into a settlement agreement with a securities regulatory authority or has been subject to any other penalties or sanctions imposed by a court or regulatory body or self-regulating authority that would be likely to be considered important to a reasonable investor making an investment decision.

Personal Bankruptcies

None of the proposed directors, officers, or promoters of Westleaf upon Closing, or a personal holding company of any such persons has, within the last 10 years, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or been subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold the assets of the individual.

Conflicts of Interest

There are potential conflicts of interest to which some of the directors, officers, insiders and promoters of Westleaf may be subject in connection with the operations of Westleaf following Closing. Some of the individuals who will be appointed as directors or officers of Westleaf are also directors and/or officers of other reporting and non-reporting issuers. As of the date of this Information Circular, and to the knowledge of the directors and officers of Westleaf and WGBC, there are no existing conflicts of interest between Westleaf and any of the individuals who will continue as directors or officers following Closing. Additional situations may arise where the directors and/or officers of Westleaf may be in competition with Westleaf following Closing. Conflicts, if any, will be subject to the procedures and remedies as provided under the ABCA.

Indebtedness of Directors and Officers

Upon Closing, no director, officer or employee of Westleaf or WGBC or any person proposed to be a director, officer or employee of Westleaf upon Closing or person who was a director, officer or employee of Westleaf or WGBC in the most recently completed financial year of each, respectively, or any affiliate or associate of any such individual, will be indebted to Westleaf or any of Westleaf's subsidiaries or another entity whose indebtedness is the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by Westleaf or WGBC or any of their respective subsidiaries.

Auditors, Transfer Agent and Registrar

KPMG LLP are the independent auditors of Westleaf and will remain the independent auditors of Westleaf until their successors are appointed in accordance with NI 51-102.

Computershare Trust Company of Canada, is the Registrar and Transfer Agent of Westleaf.

INTERESTS OF CERTAIN PERSONS OR COMPANIES IN THE ARRANGEMENT

Except as described in this Information Circular, management of each of Westleaf and WGBC are not aware of any material interest direct or indirect, by way of beneficial ownership or otherwise of any director or executive officer of either of Westleaf and WGBC or anyone who has held office as such since the beginning of the last financial year of each of Westleaf and WGBC or of any associate or affiliate of any of the foregoing in the Arrangement.

See also "*Interests of Informed Persons in Material Transactions*", "*The Arrangement – Interests of Directors and Executive Officers of Westleaf in the Arrangement*" and "*The Arrangement – Interests of Directors and Executive Officers of WGBC in the Arrangement*".

INTERESTS OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as disclosed elsewhere in this Information Circular (including the Appendices hereto), Westleaf is not aware of any material interest, direct or indirect, of any informed person of Westleaf, any nominee director of Westleaf, or any associate or affiliate of any informed person or nominee director, in any transaction since the commencement of Westleaf's most recently completed financial year, or in any proposed transaction, that has materially affected or would materially affect Westleaf.

Other than as disclosed elsewhere in this Information Circular (including the Appendices hereto), WGBC is not aware of any material interest, direct or indirect, of any informed person of WGBC, any nominee director of WGBC, or any associate or affiliate of any informed person or nominee director, in any transaction since the commencement of WGBC's most recently completed financial year, or in any proposed transaction, that has materially affected or would materially affect WGBC or its subsidiaries.

For the purposes of this Information Circular an "**informed person**" of Westleaf or WGBC means a director or executive officer of a person or company that is itself an "**informed person**" or subsidiary of Westleaf or WGBC, respectively, and any person or company who beneficially owns, directly or indirectly, voting securities of Westleaf or WGBC, respectively, or who exercises control or direction over voting securities of Westleaf or WGBC, respectively, or a combination of both carrying more than 10% of the voting rights attached to all outstanding voting securities of Westleaf or WGBC, as applicable.

INTERESTS OF EXPERTS

Certain legal matters relating to the Arrangement are to be passed upon by McCarthy Tétrault LLP, on behalf of WGBC.

As at November 20, 2019, the partners and associates of McCarthy Tétrault LLP beneficially owned, directly or indirectly, none of the outstanding WGBC Arrangement Shares.

Eight Capital has prepared for and delivered to the Westleaf Board the Eight Capital Fairness Opinion with respect to the Arrangement, a copy of which is attached to this Information Circular as Appendix K. The partners and associates of Eight Capital do not own, beneficially, directly or indirectly, any of the issued and outstanding Westleaf Shares and WGBC Arrangement Shares, respectively, as of the date of this Information Circular. Eight Capital holds 204,750 Westleaf Warrants, each exercisable for one Westleaf Share at an exercise price of $0.85 until December 28, 2020.

AltaCorp has prepared for and delivered to the WGBC Board the AltaCorp Fairness Opinion with respect to the Arrangement, a copy of which is attached to this Information Circular as Appendix L. AltaCorp, or any partner or associate thereof, has not received nor will receive a direct or indirect interest in the property of Westleaf or WGBC. The partners and associates of AltaCorp do not own, beneficially, directly or indirectly, any of the issued and outstanding Westleaf Shares and WGBC Arrangement Shares, respectively, as of the date of this Information Circular.

The auditors of Westleaf are KPMG LLP. KPMG LLP is independent of Westleaf within the meaning of the Rules of Professional Conduct of the Chartered Professional Accountants of Alberta.

The auditors of WGBC are MNP LLP, Chartered Accountants. MNP LLP is independent of WGBC within the meaning of the Code of Professional Conduct of the Chartered Professional Accountants of British Columbia.

INFORMATION CONCERNING WESTLEAF INC.

For detailed information concerning Westleaf, including, without limitation, the historical financial statements of Westleaf, see Appendix G – *Information Concerning Westleaf Inc.*

INFORMATION CONCERNING WE GROW BC LTD.

For detailed information concerning WGBC, including, without limitation, the historical financial statements of WGBC, see Appendix J – *Information Concerning We Grow BC Ltd.*

RISK FACTORS RELATING TO THE ARRANGEMENT

There are certain risk factors relating to the Parties and the Arrangement which should be carefully considered by the Westleaf Shareholders and WGBC Securityholders, including the fact that the Arrangement may not be completed if, among other things, the Westleaf Change in Management Resolution and/or the WGBC Arrangement Resolution do not receive the requisite approval at the Meetings, or if any other conditions precedent to the Closing are not satisfied or waived as applicable. In assessing the Arrangement, Westleaf Shareholders and WGBC Securityholders should carefully consider the risk factors which exist for each of Westleaf and WGBC as described in this Information Circular. See Appendix G – *Information Concerning Westleaf Inc. – Risk Factors* and Appendix J – *Information Concerning We Grow BC Ltd. – Risk Factors.*

Possible Failure to Realize Anticipated Benefits of the Arrangement

Westleaf and WGBC anticipate that Closing will strengthen the position of Westleaf in the cannabis industry and create the opportunity to realize certain benefits as described in this Information Circular. Achieving the anticipated benefits of the Arrangement depends on Westleaf's ability to realize anticipated growth opportunities. There can be no assurance, however, that the anticipated benefits of the Arrangement will materialize. It is possible that the risks and uncertainties described in this Information Circular will arise and become material to such an extent that some or all of the anticipated benefits of the Arrangement will never materialize or will be nullified.

As part of its strategy, Westleaf may look to develop new projects and will have an expanded portfolio of such projects as a result of the combination of WGBC and Westleaf. A number of risks and uncertainties are associated with the development of these types of projects, including political, regulatory, design, construction, labour, operating, technical and technological risks, uncertainties relating to capital and other costs and financing risks.

Regulatory Approvals

Closing requires that WGBC and Westleaf obtain a number of regulatory and third party approvals. Such approvals include, without limitation, the final approval of the TSXV for the Arrangement and the listing of the Westleaf Shares to be received by WGBC Shareholders pursuant to the Arrangement and approval of Health Canada and the necessary provincial approvals in respect of retail licences. If any of the required regulatory and third party approvals cannot be obtained on terms satisfactory to WGBC and Westleaf, or at all, the Arrangement Agreement may have to be amended in order to mitigate the negative consequence of the failure to obtain any such approval, and accordingly, the benefits available to WGBC Securityholders and Westleaf Shareholders resulting from the Arrangement may be reduced.

Alternatively, in the event that the Arrangement Agreement cannot be amended so as to mitigate the negative consequence of the failure to obtain a required regulatory or third party approval, the Arrangement may not proceed

at all. There can be no assurance that the requisite approvals will be granted on a timely basis or on conditions satisfactory to WGBC and Westleaf.

It is a condition to Closing that the Westleaf Shares to be received by WGBC Shareholders in connection with the Arrangement be approved for listing on the TSXV, subject to fulfillment of customary conditions. Westleaf has applied to the TSXV to list such Westleaf Shares on the TSXV in connection with the completion of the transactions contemplated by the Arrangement. If the TSXV does not provide final approval of the listing of such Westleaf Shares and conditions in that regard set out in the Arrangement Agreement are not waived by WGBC or Westleaf, the Arrangement will not proceed.

The Arrangement Agreement may be Terminated

Each of Westleaf and WGBC has the right to terminate the Arrangement Agreement in certain circumstances. Accordingly, there is no certainty, nor can either of Westleaf or WGBC provide any assurance, that the Arrangement will not be terminated by either Westleaf or WGBC before the Closing. For instance, Westleaf and WGBC have the right, in certain circumstances, to terminate the Arrangement Agreement if changes occur that have a Material Adverse Effect. There is no assurance that a Material Adverse Effect will not occur before the Effective Date, in which case Westleaf and/or WGBC could elect to terminate the Arrangement Agreement and the Arrangement would not proceed. Failure to complete the Arrangement could materially negatively impact the price of the Westleaf Shares. Moreover, if the Arrangement Agreement is terminated, there is no assurance that the WGBC Board will be able to find a party willing to pay an equivalent or a more attractive price for the WGBC Shares or WGBC Options than the price to be paid pursuant to the terms of the Arrangement Agreement.

In addition, there can be no certainty that all conditions precedent to the Arrangement will be satisfied or waived, nor can there be any certainty of the timing of their satisfaction or waiver. The Closing is subject to a number of conditions precedent, some of which are outside of the control of WGBC and Westleaf, including the approval of the WGBC Securityholders and Westleaf Shareholders. There is no certainty, nor can WGBC or Westleaf provide any assurance, that these conditions will be satisfied. If for any reason the Arrangement is not completed, the market price of the Westleaf Shares may be adversely affected. Moreover, a substantial delay in obtaining satisfactory approvals could adversely affect the business, financial condition or results of operations of WGBC and/or the Westleaf or result in the Arrangement not being completed.

Various costs related to the Arrangement, such as legal, accounting and certain financial advisor fees, will have to be paid by Westleaf and WGBC even if the Arrangement is not completed. Further, under the Arrangement Agreement, WGBC or Westleaf will be required to pay a non-completion fee in the event that the Arrangement is terminated in certain circumstances, some of which are related to a possible alternative transaction to the Arrangement. The payment of a non-completion fee may discourage other parties from attempting to propose a significant business transaction with Westleaf or WGBC, as the case may be, even if a different transaction could provide better value to the Westleaf Shareholders or WGBC Securityholders, as the case may be, than the Arrangement. Moreover, if either WGBC or Westleaf is required to pay the applicable non-completion fee under the Arrangement Agreement and WGBC or Westleaf, as the case may be, does not enter into or complete an alternative transaction, WGBC's or Westleaf's financial condition, as the case may be, will be materially adversely affected.

WGBC Shareholders to Receive Westleaf Shares, WGBC Optionholders to Receive Westleaf Options and WGBC Warrantholders to Receive Westleaf Replacement Warrants Based on a Fixed Exchange Ratio

WGBC Shareholders, WGBC Optionholders and WGBC Warrantholders will receive a fixed number of Westleaf Shares, Westleaf Options and Westleaf Replacement Warrants under the Arrangement, respectively, rather than Westleaf Shares, Westleaf Options and Westleaf Replacement Warrants with a fixed market value. The actual market value of Westleaf Shares, Westleaf Options and Westleaf Replacement Warrants received under the Arrangement may vary significantly from the deemed value ascribed to the WGBC Arrangement Shares, the WGBC Options and the WGBC Warrants used to formulate the exchange ratios for the purposes of negotiating the terms of the Arrangement.

Risks Inherent to the Westleaf Shares

An investment in Westleaf Shares should be considered highly speculative due to the nature of its proposed activities and the anticipated stage of its development. WGBC Securityholders should carefully consider the management's discussion and analysis of each of Westleaf incorporated by reference in this Information Circular, as well as the other risk factors contained elsewhere in this Information Circular, including the Appendices attached hereto. These risk factors will be the risk factors applicable to Westleaf.

The Pro Forma Financial Information is Presented for Illustrative Purposes only and may not be an Indication of Westleaf's Financial Condition or Results of Operations Following the Arrangement

The pro forma financial information in this Information Circular is presented for illustrative purposes only and may not be an indication of the financial condition or results of operations of Westleaf following the Arrangement for several reasons. The pro forma financial information has been derived from the respective historical financial statements of WGBC and Westleaf, and certain adjustments and assumptions made as of the dates indicated therein have been made to give effect to the Arrangement. The information upon which these adjustments and assumptions have been made is preliminary and these kinds of adjustments and assumptions are difficult to make with complete accuracy. Moreover, the pro forma financial information does not include, among other things, estimated cost or synergies, adjustments related to restructuring or integration activities, future acquisitions or disposals not yet known or probable, or impacts of Arrangement-related change in control provisions that are currently not factually supportable and/or probable of occurring. Therefore, the pro forma financial information is presented for informational purposes only and are not necessarily indicative of what Westleaf's actual financial condition or results of operations would have been had the Arrangement been completed on the date indicated. Accordingly, the combined business, assets, results of operations and financial condition may differ significantly from those indicated in the pro forma financial information contained in this Information Circular.

WGBC Directors and Officers may have Interests in the Arrangement Different from the Interests of WGBC Securityholders Following Closing

Certain of the directors and executive officers of WGBC and Westleaf negotiated the terms of the Arrangement Agreement, and the WGBC Board has unanimously recommended that WGBC Securityholders vote in favour of the Arrangement. These directors and executive officers may have interests in the Arrangement that are different from, or in addition to, those of WGBC Securityholders generally. These interests include, but are not limited to, the continued employment of certain executive officers of WGBC by Westleaf. WGBC Securityholders should be aware of these interests when they consider the WGBC Board's unanimous recommendation. The WGBC Board was aware of, and considered, these interests when they declared the advisability of the Arrangement Agreement and unanimously recommended that WGBC Shareholders pass the WGBC Arrangement Resolution.

There are Risks Related to the Integration of WGBC's and Westleaf's Existing Businesses

The ability to realize the benefits of the Arrangement will depend, in part, on successfully consolidating functions and integrating operations and procedures in a timely and efficient manner, as well as on Westleaf's ability to realize the anticipated growth opportunities and synergies from integrating WGBC's and Westleaf's businesses following Closing.

Westleaf and WGBC Expect to Incur Significant Costs Associated with the Arrangement

Westleaf and WGBC will incur significant direct transaction costs in connection with the Arrangement. Actual direct transaction costs incurred in connection with the Arrangement may be higher than expected. Moreover, certain of Westleaf's and WGBC's costs related to the Arrangement, including legal, financial advisory services, accounting, printing and mailing costs, must be paid even if the Arrangement is not completed.

Dissent Rights

WGBC Shareholders have the right to exercise Dissent Rights and demand payment of the fair value of their WGBC Shares in cash in connection with the Arrangement in accordance with Division 2 of Part 8 the BCBCA, as may be modified by the Interim Order and the Plan of Arrangement. If WGBC Shareholders holding 5% or more of the outstanding WGBC Shares exercise Dissent Rights, Westleaf may elect not to complete the Arrangement.

If the Arrangement is not Completed Westleaf's and WGBC's Future Business and Operations could be Harmed

If the Arrangement is not completed, Westleaf and WGBC may be subject to a number of additional material risks, including the following:

- Westleaf and WGBC may have lost other opportunities that would have otherwise been available had the Arrangement Agreement not been executed, including, without limitation, opportunities not pursued as a result of affirmative and negative covenants made by Westleaf or WGBC, as applicable in the Arrangement Agreement, such as covenants affecting the conduct of its business outside the ordinary course of business; and

- the obligations of Westleaf and WGBC to pay damages to WGBC or Westleaf, as applicable, in connection with a Westleaf Damages Event (as defined in the Arrangement Agreement) or WGBC Damages Event (as defined in the Arrangement Agreement) pursuant to the terms of the Arrangement Agreement in certain circumstances.

Pricing of Subscription Receipts may Impact the Number of Securities Issuable upon Conversion of the Subscription Receipts and the Exercise Price of such Securities

Westleaf and WGBC anticipate that Subscription Receipts will be offered at a price of $0.30 per Subscription Receipt under the Subscription Receipt Financing, however fluctuations in the trading price of the Westleaf Shares on the TSXV may require Westleaf and WGBC to reduce the price at which the Subscription Receipts are offered under the Subscription Receipt Financing and/or reduce the exercise price of the Westleaf Replacement Warrants issuable in exchange for WGBC Warrants issuable upon conversion of the Subscription Receipts. This may increase the number of Westleaf Shares issuable pursuant to the Arrangement and dilute the ownership interest and voting power of existing Westleaf Shareholders. The issuance of additional equity securities could also reduce Westleaf's earnings per share and the value of the Westleaf Shares.

INDUSTRY CONDITIONS

Certain industry conditions and trends relating to the Westleaf's operations in the cannabis industry upon Closing are contained in the Westleaf AIF under the heading "Industry Conditions" incorporated by reference in Appendix G – *Information Concerning Westleaf Inc.*"

GENERAL PROXY MATTERS

Solicitation of Proxies

This Information Circular is furnished in connection with the solicitation of proxies by each of: (a) the management of Westleaf to be used at the Westleaf Meeting; and (b) the management of WGBC to be used at the WGBC Meeting. Solicitations of proxies will be primarily by mail, but may also be by newspaper publication, in person or by telephone, fax or oral communication by directors, officers, employees or agents of Westleaf and WGBC, as the case may be, who will be specifically remunerated therefor. All costs of the solicitation for the Meetings will be borne by Westleaf.

Record Dates for Meetings

The record date for determination of Westleaf Shareholders entitled to receive notice of and to vote at the Westleaf Meeting is November 4, 2019 (the "**Westleaf Record Date**"). Only Westleaf Shareholders whose names have been entered in the register of Westleaf Shares on the close of business on the Westleaf Record Date will be entitled to receive notice of and to vote at the Westleaf Meeting. Holders of Westleaf Shares who acquire Westleaf Shares after the Westleaf Record Date will not be entitled to vote such Westleaf Shares at the Westleaf Meeting unless, after the Westleaf Record Date, a holder of record transfers his or her Westleaf Shares and the transferee, upon producing properly endorsed certificates evidencing such Westleaf Shares or otherwise establishing that he or she owns such Westleaf Shares, requests at least 10 days before the Westleaf Meeting that the transferee's name is included in the list of Westleaf Shareholders entitled to vote, in which case such transferee shall be entitled to vote such Westleaf Shares at the Westleaf Meeting.

The record date for determination of WGBC Shareholders and WGBC Optionholders entitled to receive notice of and to vote at the WGBC Meeting is November 19, 2019 (the "**WGBC Record Date**"). Only WGBC Shareholders and WGBC Optionholders whose names have been entered in the register of WGBC Shares or WGBC Options, as applicable, on the close of business on the WGBC Record Date will be entitled to receive notice of and to vote at the WGBC Meeting. WGBC Shareholders who acquire WGBC Shares after the WGBC Record Date will not be entitled to vote such WGBC Shares at the WGBC Meeting unless, after the WGBC Record Date, a holder of record transfers his or her WGBC Shares and the transferee producing properly endorsed certificates evidencing such WGBC Shares or otherwise establishing that he or she owns such WGBC Shares, requests at least 10 days before the WGBC Meeting that the transferee is included in the list of WGBC Shareholders entitled to vote, in which case such transferee shall be entitled to vote such WGBC Shares at the WGBC Meeting.

Appointment and Revocation of Proxies

Accompanying this Information Circular is a white Instrument of Proxy for use by holders of Westleaf Shares in respect of the Westleaf Meeting and a blue Instrument of Proxy for use by WGBC Shareholders and WGBC Optionholders in respect of the WGBC Meeting.

The Persons named in the enclosed Instruments of Proxy are directors and/or officers of Westleaf or WGBC, as applicable.

A Westleaf Shareholder desiring to appoint a Person (who need not be a securityholder) to represent such securityholder at the Westleaf Meeting other than the Persons designated in the applicable accompanying Instrument of Proxy may do so either by inserting such Person's name in the blank space provided in the appropriate Instrument of Proxy or by completing another form of proxy and, in either case, sending or delivering the completed proxy to the offices of Computershare Trust Company of Canada Attn: Proxy Department, 100 University Avenue, 8th Floor, Toronto, Ontario M5J 2Y1, by facsimile to (866) 249-7775 (toll free). You may also cast your vote by telephone (1-866-732-8683 within North America, 312-588-4290 from outside North America) or internet (www.investorvote.com) by following the instructions provided on the form. If you choose to vote by telephone or internet, your vote must also be cast no later than 48 hours (excluding Saturdays, Sundays and statutory holidays in the Province of Alberta) prior to the time of the Westleaf Meeting or any adjournment thereof.

The Westleaf form of proxy must be received by Computershare Trust Company of Canada not later than 10:00 a.m. on December 16, 2019 or later than 48 hours (excluding Saturdays, Sundays and statutory holidays in the Province of Alberta) prior to the time set for the Westleaf Meeting or any adjournment of the Westleaf Meeting. Failure to so deposit a form of proxy shall result in its invalidation.

A WGBC Shareholder desiring to appoint a Person (who need not be a securityholder) to represent such securityholder at the WGBC Meeting other than the Persons designated in the applicable accompanying Instrument of Proxy may do so either by inserting such Person's name in the blank space provided in the appropriate Instrument of Proxy or by completing another form of proxy and, in either case, sending or delivering the completed proxy to the offices of Odyssey Trust Company, 350-300 5th Avenue S.W., Calgary,

Alberta, T2P 3C4 Attention: Proxy Department, by facsimile to 1-800-517-4553 or by email to proxy@odysseytrust.com.

The WGBC form of proxy must be received by Odyssey Trust Company not later than 10:00 a.m. (Calgary time) on December 16, 2019 or not less than 48 hours (excluding Sundays, Saturdays and statutory holidays in the Province of British Columbia) prior to the time set for the WGBC Meeting or to any adjournments of the WGBC Meeting. Failure to so deposit a form of proxy shall result in its invalidation.

A Westleaf Shareholder, WGBC Shareholder or WGBC Optionholder who has given a form of proxy may revoke it as to any matter on which a vote has not already been cast pursuant to its authority by an instrument in writing executed by such securityholder or by his attorney duly authorized in writing or, if the Westleaf Shareholder or WGBC Shareholder is a corporation, by a director, officer or attorney thereof duly authorized, and deposited at the above mentioned office of Computershare Trust Company of Canada or Odyssey Trust Company, as applicable, no later than 24 hours (excluding Saturdays, Sundays and statutory holidays in the Province of Alberta) prior to the time set for the applicable Meeting, or any adjournment thereof, or with the Chairman of the Westleaf Meeting or WGBC Meeting, as applicable, on the day of the Westleaf Meeting or WGBC Meeting, as applicable, or any adjournment thereof.

Signature of Proxy

The applicable Instrument of Proxy must be executed by the registered Westleaf Shareholder, registered WGBC Shareholder or WGBC Optionholder, as applicable, or his or her attorney authorized in writing, or if the Westleaf Shareholder or WGBC Shareholder is a corporation, the applicable Instrument of Proxy should be signed in its corporate name under its corporate seal (if required) by an authorized officer whose title should be indicated. An Instrument of Proxy signed by a Person acting as attorney or in some other representative capacity should reflect such Person's capacity following his or her signature and should be accompanied by the appropriate instrument evidencing qualification and authority to act (unless such instrument has been previously filed with Westleaf or WGBC, as applicable).

Exercise of Discretion by Proxy Holders

All Westleaf Shares, WGBC Shares and WGBC Options represented at the respective Meetings by properly executed Instruments of Proxy will be voted. Where a choice with respect to any matter to be acted upon has been specified in the Instrument of Proxy, the securities represented by the proxy will be voted in accordance with such specification. **In the absence of such specification, such securities will be voted in favour of each applicable resolution**. The enclosed Instruments of Proxy confer discretionary authority upon the Persons named therein with respect to amendments or variations to matters identified in the Notices of Meeting and with respect to other matters which may properly come before the Meetings. At the time of printing of this Information Circular, management of Westleaf and WGBC know of no such amendment, variation or other matter.

Advice for Beneficial Holders

The information set forth in this section is of significant importance to many Westleaf Shareholders and WGBC Shareholders, respectively, as a substantial number of shareholders do not hold their shares in their own name. Westleaf Shareholders or WGBC Shareholders who do not hold their shares in their own name ("**Beneficial Shareholders**") should note that only proxies deposited by shareholders whose names appear on the records of the registrar and transfer agent for the registered holders of shares can be recognized and acted upon at the Westleaf Meeting or WGBC Meeting, respectively. If shares are listed in an account statement provided to a shareholder by a broker, then in almost all cases those shares will not be registered in the shareholder's name on the records of Westleaf or WGBC, as the case may be. Such shares will more likely be registered under the name of the shareholder's broker or an agent of that broker. With respect to Westleaf Shareholders and WGBC Shareholders, in Canada, the vast majority of such Westleaf Shares and WGBC Shares are registered under the name of CDS & Co. (the registration name for CDS Clearing and Depository Services Inc., which acts as nominees for many Canadian brokerage firms). Shares held by brokers or their nominees can only be voted (for or against resolutions) upon the instructions of the Beneficial Shareholder. Without specific instructions, the broker/nominees are prohibited from voting shares for their clients. Neither WGBC nor Westleaf know for whose benefit the WGBC Shares or Westleaf

Shares, as applicable, registered in the name of CDS & Co. are held. The majority of shares held in the United States are registered in the name of Cede & Co., the nominee for the Depository Trust Company, which is the United States equivalent of CDS Clearing and Depository Services Inc.

Applicable regulatory policy requires intermediaries/brokers to seek voting instructions from Beneficial Shareholders in advance of shareholders' meetings. Every intermediary/broker has its own mailing procedures and provides its own return instructions, which should be carefully followed by Beneficial Shareholders in order to ensure that their Westleaf Shares or WGBC Shares, as the case may be, are voted at the applicable Meeting. Often, the form of proxy supplied to a Beneficial Shareholder by its broker is identical to the form of proxy provided to registered shareholders; however, its purpose is limited to instructing the registered shareholder how to vote on behalf of the Beneficial Shareholder. In the case of public companies, in this case Westleaf, the majority of brokers now delegate responsibility for obtaining instructions from clients to Broadridge Financial Solutions, Inc. ("**Broadridge**"). Broadridge typically mails a scannable Voting Instruction Form in lieu of the form of proxy. The Beneficial Shareholder is requested to complete and return the Voting Instruction Form to them by mail or facsimile. Alternatively the Beneficial Shareholder can call a toll-free telephone number or access the internet to vote the shares held by the Beneficial Shareholder. Broadridge then tabulates the results of all instructions received and provides appropriate instructions respecting the voting of Westleaf Shares or WGBC Shares to be represented at the Meetings. **A Beneficial Shareholder of Westleaf or WGBC receiving a Voting Instruction Form cannot use that Voting Instruction Form to vote Westleaf Shares or WGBC Shares, as applicable, directly at the Meetings as the Voting Instruction Form must be returned as directed by Broadridge well in advance of the Meetings in order to have the Westleaf Shares or WGBC Shares, as applicable, voted.**

Although you may not be recognized directly at the applicable Meeting for the purposes of voting Westleaf Shares or WGBC Shares, as the case may be, registered in the name of your broker or other intermediary, you may attend at the applicable Meeting as a proxyholder for the registered holder and vote your Westleaf Shares or WGBC Shares, as the case may be, in that capacity. If you wish to attend the applicable Meeting and vote your own Westleaf Shares or WGBC Shares, as the case may be, you must do so as proxyholder for the registered holder. To do this, you should enter your own name in the blank space on the applicable form of proxy provided to you and return the document to your broker or other intermediary (or the agent of such broker or other intermediary) in accordance with the instructions provided by such broker, intermediary or agent well in advance of the applicable Meeting.

Voting Securities and Principal Holders thereof

Westleaf has authorized share capital of an unlimited number of Westleaf Shares and an unlimited number of preferred shares, issuable in series, and, as at the date hereof, Westleaf had issued and outstanding: (a) 143,647,114 Westleaf Shares; (b) 3,014,400 Westleaf Options; and (c) 8,785,739 Westleaf RSUs. Each Westleaf Shareholder will be entitled to one vote at the Westleaf Meeting for each Westleaf Share held by them. The quorum at the Westleaf Meeting in respect of Westleaf Shareholders will be one person present in person or represented by proxy and holding or representing not less than 5% of the outstanding Westleaf Shares entitled to be voted at such Meeting.

To the knowledge of the directors and officers of Westleaf, as at the date hereof, Thunderchild Developments Inc. holds 16,000,000 Westleaf Shares, being 11.14% of the issued and outstanding Westleaf Shares and is the only Westleaf Shareholder that beneficially owns, or exercises control or direction over, directly or indirectly, Westleaf Shares entitled to more than 10% of the votes which may be cast at the Westleaf Meeting.

WGBC has authorized share capital of an unlimited number of Class "A" Voting Common Participating Shares ("**Class A Shares**"), an unlimited number of Class "B" Voting Common Participating Shares (the "**Class B Shares**"), an unlimited number of WGBC Class "C" Shares, an unlimited number of Class "D" Voting Common Participating Shares, an unlimited number of Class "E" Voting Common Participating Shares, an unlimited number of Class "F" Voting Common Participating Shares, an unlimited number of Class "G" Voting Common Participating Shares, an unlimited number of WGBC Class H Shares, an unlimited number of Class "I" Non-Voting Common Participating Shares (the "**Class I Shares**"), an unlimited number of Class "J" Non-Voting Common Participating Shares (the "**Class J Shares**"), an unlimited number of Class "K" Non-Voting Common Participating Shares (the "**Class K Shares**"), an unlimited number of Class "L" Non-Voting Preferred Redeemable/Retractable Shares, an unlimited number of Class "M" Non-Voting Preferred Redeemable/Retractable Shares, an unlimited number of

Class "N" Non-Voting Preferred Redeemable/Retractable Shares and an unlimited number of Class "O" Non-Voting Preferred Redeemable/Retractable Shares.

As at the date hereof, WGBC had issued and outstanding: (a) 12,600,000 Class A Shares: (b) 8,250,000 Class B Shares; (c) 14,250,000 WGBC Class H Shares; (d) 4,875,000 Class I Shares (e) 2,250,000 Class J Shares; (f) 15,125,003 Class K Shares and (g) 5,003,750 WGBC Options. Each WGBC Shareholder will be entitled to one vote for each WGBC Share and each WGBC Optionholder will be entitled to one vote for each WGBC Option held by them in respect of the WGBC Arrangement Resolution at the WGBC Meeting.

The quorum at the WGBC Meeting in respect of WGBC Shareholders will be two persons present in person or by proxy who, in the aggregate, hold at least 5% of the issued shares entitled to be voted at such Meeting.

To the knowledge of the directors and officers of WGBC, other than as set out below, as at the date hereof, there are no Persons or companies who are beneficial holders of WGBC Shares entitled to more than 10% of the votes which may be cast at the WGBC Meeting.

1070582 B.C. Ltd. holds 14,250,000 Class H Shares, representing 24.8% of the votes which may be cast at the WGBC Meeting.

INDEBTEDNESS OF DIRECTORS AND EXECUTIVE OFFICERS OF WESTLEAF AND WGBC

Westleaf is not aware of any individuals who are, or who at any time during the most recently completed financial year were, a director or executive officer of Westleaf, a proposed nominee for election or appointment as a director of Westleaf, or an associate of any of those directors, executive officers or proposed nominees, who are, or have been at any time since the beginning of the most recently completed financial year of Westleaf, indebted to Westleaf or whose indebtedness to another entity is, or at any time since the beginning of the most recently completed financial year of Westleaf has been, the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by Westleaf

WGBC is not aware of any individuals who are, or who at any time during the most recently completed financial year were, a director or executive officer of WGBC, a proposed nominee for election or appointment as a director of WGBC or Westleaf following Closing, or an associate of any of those directors, executive officers or proposed nominees, who are, or have been at any time since the beginning of the most recently completed financial year of WGBC, indebted to WGBC or any of its subsidiaries or whose indebtedness to another entity is, or at any time since the beginning of the most recently completed financial year of WGBC has been, the subject of a guarantee, support agreement, letter of credit or other similar arrangement or understanding provided by WGBC or any of its subsidiaries.

OTHER MATERIAL FACTS

Neither Westleaf nor WGBC is aware of any material facts concerning the securities of Westleaf or WGBC, respectively, or any other matter not described in this Information Circular that has not been previously disclosed and is known to either Westleaf or WGBC but which would reasonably be expected to affect the decision of the Westleaf Shareholders or WGBC Shareholders, respectively, with respect to the matters to be voted upon at the Meetings.

RELIANCE

The information concerning Westleaf contained in this Information Circular has been provided by Westleaf. Although WGBC has no knowledge that would indicate that any of such information is untrue or incomplete, WGBC does not assume any responsibility for the accuracy or completeness of such information or the failure by Westleaf to disclose events which may have occurred or may affect the completeness or accuracy of such information but which are unknown to WGBC.

The information concerning WGBC contained in this Information Circular has been provided by WGBC. Although Westleaf has no knowledge that would indicate that any of such information is untrue or incomplete, Westleaf does not assume any responsibility for the accuracy or completeness of such information or the failure by WGBC to disclose events which may have occurred or may affect the completeness or accuracy of such information but which are unknown to Westleaf.

APPROVAL OF INFORMATION CIRCULAR BY DIRECTORS

This Information Circular has been approved by the Westleaf Board and the WGBC Board.

APPENDIX A

WGBC ARRANGEMENT RESOLUTION

"BE IT RESOLVED THAT:

(a) The arrangement (the "**Arrangement**") under Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) (the "**BCBCA**") involving We Grow BC Ltd. ("**WGBC**"), Westleaf Inc. ("**Westleaf**"), certain shareholders of WGBC (the "**WGBC Shareholders**") and the optionholders of WGBC (the "**WGBC Optionholders**" and, together with the WGBC Shareholders, the "**WGBC Securityholders**"), as more particularly described and set forth in the joint management information circular of WGBC and Westleaf dated November 20, 2019 (the "**Circular**"), as may be supplemented, amended or modified in accordance with the arrangement agreement dated as of November 7, 2019, as amended on November 20, 2019 between Westleaf and WGBC, as amended, modified or supplemented from time to time (the "**Arrangement Agreement**"), and all the transactions contemplated therein, are hereby authorized, approved and adopted.

(b) The plan of arrangement involving WGBC, Westleaf and the WGBC Securityholders, as it may be or have been supplemented, amended or modified in accordance with its terms and the Arrangement Agreement (the "**Plan of Arrangement**"), the full text of which is set out in Exhibit C to the Arrangement Agreement, is hereby authorized, approved and adopted.

(c) Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the WGBC Shareholders and WGBC Optionholders or that the Arrangement has been approved by the Supreme Court of British Columbia (the "**Court**"), the directors of WGBC are hereby authorized and approved, at their discretion, without further notice to or approval of the WGBC Shareholders and WGBC Optionholders: (i) to amend the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or the Plan of Arrangement, as applicable, and, if required, approved by the Court; and (ii) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement and related transactions.

(d) The: (i) Arrangement Agreement and all the transactions contemplated therein; (ii) actions of the directors of WGBC in approving the Arrangement and the Arrangement Agreement; and (iii) actions of the directors and officers of WGBC in executing and delivering the Arrangement Agreement and causing the performance by WGBC of its obligations thereunder, and any amendments, modifications or supplements thereto, are hereby ratified and approved.

(e) Any officer or director of WGBC is hereby authorized and directed for and on behalf of WGBC to make an application to the Court for a final order approving the Arrangement on the terms set forth in the Arrangement Agreement and Plan of Arrangement, as they may be amended, modified or supplemented in accordance with their terms and as described in the Circular, and to deliver to the registrar under the BCBCA the arrangement filings and such other documents as are necessary or desirable to the Registrar pursuant to the BCBCA in accordance with the Arrangement Agreement and the Plan of Arrangement.

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

APPENDIX B

INTERIM ORDER

SUPREME COURT
OF BRITISH COLUMBIA
VANCOUVER REGISTRY
NOV 1 3 2019
ENTERED

NO. S1912770
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

SUPREME COURT
OF BRITISH COLUMBIA
SEAL
VANCOUVER
REGISTRY

IN THE MATTER OF SECTION 288 OF THE
BUSINESS CORPORATIONS ACT S.B.C. 2002, c. 57, AS AMENDED

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING
WE GROW BC LTD. AND CERTAIN OF ITS SECURITYHOLDERS
AND WESTLEAF INC.

BETWEEN

WE GROW BC LTD.

PETITIONER

ORDER MADE AFTER APPLICATION

BEFORE MASTER BAKER) The 13th day of November, 2019
)
)

ON THE APPLICATION of the Petitioner, We Grow BC Ltd. ("**WGBC**" or the "**Petitioner**"), dated November 12, 2019, without notice, coming on for hearing at 800 Smithe Street, Vancouver, British Columbia on November ~~14~~ 13, 2019, and on hearing Jack Ruttle, counsel for the Petitioner.

THIS COURT ORDERS that:

Definitions

1. All definitions used in this Interim Order, unless otherwise defined, shall have the meaning ascribed thereto in the Petition.

The Meeting

2. The Petitioner be permitted to convene, hold and conduct a special meeting (the "**Meeting**") of WGBC Shareholders and WGBC Optionholders on or about December 11, 2019, to *inter alia*, consider and, if deemed advisable, pass with or without amendment, a special resolution (the "**Arrangement Resolution**"), authorizing, approving and agreeing to adopt a plan of arrangement (the "**Arrangement**") among WGBC, certain WGBC Securityholders, holders of WGBC Warrants and Westleaf Inc. ("**Westleaf**") as described in the Plan of Arrangement attached at Appendix C to the draft joint management information circular (the "**Circular**"), which itself is attached as Exhibit "C" to the Affidavit #1 of Long Trinh sworn on November 12, 2019 (the "**Trinh**

Affidavit #1"), and to transact such other business as may properly come before the Meeting.

3. The Meeting shall be called, held and conducted in accordance with the provisions of the *Business Corporations Act* (British Columbia), S.B.C. 2002, c. 57 (the "**BCBCA**"), applicable securities legislation, the certificate, notice of articles and articles of WGBC (these three collectively, the "**WGBC Governing Documents**"), and the Circular, all subject to the terms of this Order, and any further order of this Court, and the rulings and directions of the Chair of the Meeting, such rulings and directions not to be inconsistent with this Interim Order.

4. The record date (the "**Record Date**") for determination of the WGBC Shareholders and WGBC Optionholders entitled to notice of, and to vote at, the Meeting shall be the close of business on November 12, 2019. The Record Date will not change in respect of any adjournment of postponement of the Meeting.

Notice of Meeting

5. The following information (the "**Meeting Materials**"):

   (a) the Circular;

   (b) the Form of Proxy; and

   (c) the Letter of Transmittal;

   in substantially the same form referred to in the Trinh Affidavit #1, with such amendments and inclusions thereto as counsel for the Petitioner may advise are necessary or desirable, provided that such amendments and inclusions are not inconsistent with the terms of this Interim Order, shall be sent to the following:

      (i) the registered holders of WGBC Shares (those whose names appear in the central securities register of WGBC) at the close of business on the Record Date, at least ten (10) days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting, by one or more of the following methods:

         A. by pre-paid ordinary or first class mail at the addresses of the WGBC Shareholders as they appear on the central securities register of WGBC at the close of business on the Record Date;

         B. by delivery, in person or by recognized courier service, to the address specified in (A) above; or

         C. by facsimile or electronic transmission to any WGBC Shareholder, who is identified to the satisfaction of the Petitioner;

(ii) non-registered holders of WGBC Shares (those whose names do not appear in the securities register of WGBC), if any, by providing sufficient copies of the Meeting Materials, as applicable, to intermediaries and registered nominees in a timely manner, in accordance with National Instrument 54-101 - *Communication with Beneficial Owners of Securities of a Reporting Issuer*; and

(iii) the respective directors and auditors of WGBC by delivery in person, by recognized courier service, by pre-paid ordinary or first class mail or, with the consent of the Person, by facsimile or electronic transmission, at least ten (10) days prior to the date of the Meeting, excluding the date of sending and the date of the Meeting,

and substantial compliance with this paragraph shall constitute good and sufficient notice of the Meeting.

6. Concurrently with the sending of the Meeting Materials described in paragraph 5 of this Interim Order, the Petitioner shall send a copy of the Circular and any other communications or documents determined by the Petitioner to be necessary or desirable to the holders of WGBC Optionholders by any method permitted for notice to WGBC Shareholders as set forth in paragraphs 5(i) or 5(ii), above, to the addresses as they appear on the books and records of WGBC at the close of business on the Record Date.

7. In the event of an interruption in or cessation of postal services due to strike or otherwise, the Petitioner shall be authorized, in addition to or as an alternative to the methods of delivery specified in paragraphs 5 or 6 above to communicate notice of the Meeting to the WGBC Shareholders by publishing notice of the Meeting in one of the following newspapers:

(i) The Globe and Mail (National edition); or

(ii) The National Post.

8. Good and sufficient notice of the Meeting for all purposes will be given by the Petitioner by the sending of the Meeting Materials in accordance with paragraphs 5, 6 and/or 7 of this Order. The Circular is hereby deemed to represent sufficient and adequate disclosure, including for the purpose of section 290(1)(a) of the BCBCA, and the Petitioner shall not be required to send to the WGBC Securityholders any other or additional statement pursuant to section 290(1)(a) of the BCBCA.

9. The sending of the Meeting Materials, which includes the Notice of Hearing of Petition and the Interim Order (collectively the "**Court Materials**"), in accordance with paragraphs 5, 6 and/or 7 of this Interim Order shall constitute good and sufficient service of the Court Materials and the within proceedings and such service shall be effective on the business day after the said Court Materials are mailed, whether those Persons reside within the jurisdiction of British Columbia or within another jurisdiction, and no other form of service need be made and no other material, including the Petition and supporting Affidavits, need be served on such Persons in respect of these proceedings except upon

written request to the solicitors for the Petitioner at their address for delivery set out in the Petition.

10. Accidental failure or omission by the Petitioner to give notice of the Meeting or to distribute the Meeting Materials or the Court Materials to any Person entitled by this Interim Order to receive notice, or any failure or omission to give such notice as a result of events beyond the reasonable control of the Petitioner, or the non-receipt of such notice shall, subject to further order of this Honourable Court, not constitute a breach of this Interim Order nor shall it invalidate any resolution passed or proceedings taken at the Meeting. If any such failure or omission is brought to the attention of the Petitioner, it shall use its best efforts to rectify it by the method and in the time most reasonably practicable in the circumstances.

11. WGBC is authorized to make any amendments, revisions or supplements to the Meeting Materials as WGBC may determine in accordance with the terms of the Arrangement Agreement, and notice of any amendments, revisions or supplements to any of the information provided in the Meeting Materials may be communicated to the WGBC Securityholders by press release, news release, newspaper advertisement or other means, as determined to be the most appropriate method of communication by the Board of Directors of WGBC.

Amendments to the Arrangement and Plan of Arrangement

12. Subject to the terms and conditions of the Plan of Arrangement, after the date of this Interim Order and prior to the time of the Meeting, the Petitioner is authorized to make such amendments, revisions or supplements to the Plan of Arrangement as it may determine, without any additional notice to the WGBC Securityholders, and the Plan of Arrangement as so amended, revised and supplemented shall be the Plan of Arrangement submitted to the Meeting, and the subject of the Arrangement Resolution.

13. If any amendments, revisions or supplements to the Arrangement or Plan of Arrangement as referred to in paragraph 12 above, would, if disclosed, reasonably be expected to affect a WGBC Securityholder's decision to vote for or against the Arrangement Resolution, notice of such amendment, revision or supplement shall be distributed, subject to further order of this Court, by news release, newspaper advertisement, or by notice sent to WGBC Securityholders by one of the methods specified in paragraph 5 of this Interim Order.

Chair of the Meeting

14. The Chair of the Meeting shall be an officer or director of the Petitioner or such other Person as may be appointed by the WGBC Securityholders for that purpose.

15. The Chair of the Meeting is at liberty to call on the assistance of legal counsel at any time and from time to time, as the Chair of the Meeting may deem necessary or appropriate, during the Meeting, and such legal counsel is entitled to attend the Meeting for this purpose.

16. The Chair of the Meeting shall be permitted to ask questions of, and demand the production of evidence, from WGBC Securityholders or such other Persons in attendance or represented at the Meeting, as he or she considers appropriate having regard to the orderly conduct of the Meeting, the authority of any Person to vote at the Meeting, and the validity and propriety of the votes cast and the proxies submitted in respect of the Arrangement Resolution.

17. The Chair of the Meeting may, in the Chair's sole discretion, waive the deadline specified in the Form of Proxy for the deposit of proxies.

18. The Chair or another representative of the Petitioner present at the Meeting, shall, in due course, file with the Court an affidavit verifying the actions taken and the decisions reached at the Meeting with respect to the Arrangement.

Adjournments and Postponements

19. The Petitioner, if it deems advisable, is specifically authorized to adjourn or postpone the Meeting for any reason on one or more occasions, subject to the terms of the Arrangement Agreement, without the necessity of first convening the Meeting, or first obtaining any vote of the WGBC Shareholders respecting the adjournment or postponement. Notice of any such adjournments or postponements shall be given by such method and in the time that is reasonable in the circumstances, as the Petitioner may determine appropriate. This provision shall not limit the authority of the Chair of the Meeting in respect of adjournments and postponements.

Quorum

20. The quorum required at the Meeting in respect of WGBC Shareholders shall be two Persons, present in person or by proxy, who, in the aggregate, hold at least 5% of the issued shares entitled to be voted at such Meeting.

21. If within 30 minutes from the time set for the holding of the Meeting a quorum in respect of the WGBC Shareholders is not present, the Meeting shall stand adjourned to the same day in the next week (if a Business Day) at the same time and place and, if such day is a not a Business Day, the Meeting shall stand adjourned to such day being not less than seven (7) days later and to such time and place as may be appointed by the Chair, and if at such adjourned meeting a quorum is not present, the WGBC Shareholders present in Person or by proxy, shall form a quorum.

Scrutineers

22. A representative of Odyssey Trust Company, or such other Person as may be appointed by the chair of the Meeting, is authorized to act as the scrutineer of the Meeting.

Voting

23. The vote required to pass the Arrangement Resolution shall be not less than: (i) 66 ⅔% of the votes cast on such resolution by WGBC Shareholders, present in Person or

represented by proxy at the Meeting, voting together as a single class; and (ii) 66 ⅔% of the votes cast on such resolution by WGBC Optionholders, present in Person or represented by proxy at the Meeting, voting together as a single class.

24. The only Persons entitled to vote in Person or by proxy on the Arrangement Resolution, or such other business as may be properly brought before the Meeting, shall be the registered holders of WGBC Shares and the registered holders of the WGBC Options as of the close of business on the Record Date. Illegible votes, spoiled votes, defective votes and abstentions shall be deemed to be votes not cast. Proxies that are properly signed and dated but which do not contain voting instructions shall be voted in favour of the Arrangement Resolution.

Solicitation and Revocation of Proxies

25. The Petitioner is authorized to use the form of proxy (the "**Form of Proxy**") substantially in the form of the draft attached to Trinh Affidavit #1, with such amendments, revisions or supplemental information as the Petitioner may determine are necessary or desirable. WGBC is authorized at its expense to solicit proxies, directly or through its officers, directors or employees, and through such agents or representatives, including proxy advisory firms, as they may retain for the purpose, by mail or such other forms of personal or electronic communication as it may determine. WGBC may waive generally, in its discretion, the time limits set for the deposit or revocation of proxies, if WGBC considers it advisable to do so.

26. The procedure for the use of proxies at the Meeting shall be as set out in the Meeting Materials.

Dissent Rights

27. The exercise of Dissent Rights must otherwise comply with the requirements of Division 2 of Part 8 of the BCCBA, as modified by this Interim Order and the Plan of Arrangement.

28. A registered holder of WGBC Shares may exercise rights of dissent under Division 2 of Part 8 of the BCBCA, as modified by the Plan of Arrangement and the Interim Order, provided that, notwithstanding section 242(1)(a) of the BCBCA, the written objection to the Arrangement Resolution must be received from Dissenting WGBC Shareholders by WGBC not later than 10:00 a.m. (Vancouver time) on December 9, 2019, or not less than 48 hours (excluding Saturdays, Sundays and statutory holidays in the Province of British Columbia) prior to the time set for the Meeting or to any adjournment of the Meeting. WGBC's address for such purpose is: 421-7 Avenue S.W., Calgary, Alberta, T2P 4K9, Attention: Nathan Robb.

29. Delivery of a Dissent Notice does not deprive such dissenting WGBC Shareholder of its right to vote at the Meeting; however, a vote in favour of the Arrangement Resolution will result in a loss of the Dissent Rights. A vote against the WGBC Arrangement Resolution or an abstention shall not constitute the written notice of dissent required under paragraph 28.

30. To exercise Dissent Rights, a WGBC Shareholder must dissent with respect to all WGBC Shares of which it is the registered and beneficial owner. A registered holder of WGBC Shares who wishes to dissent must deliver written notice of dissent to WGBC as set forth above and such Dissent Notice must strictly comply with the requirements of Division 2 of Part 8 of the BCBCA, as modified by this Interim and the Plan of Arrangement. Any failure by a WGBC Shareholder to comply fully with the provisions of the BCBCA, as modified by the Plan of Arrangement and this Interim Order, may result in the loss of that holder's Dissent Rights. Beneficial Shareholders of WGBC Shares who wish to exercise Dissent Rights must cause the registered holder of WGBC Shares to deliver the Dissent Notice.

31. To exercise Dissent Rights, a registered holder of WGBC Shares must prepare a separate Dissent Notice for him, her or itself, if dissenting on his, her or its own behalf, and for each other holder of WGBC Shares who beneficially owns, controls or directs WGBC Shares registered in the WGBC Shareholder's name and on whose behalf the registered holder of WGBC Shares is dissenting; and must dissent with respect to all of the WGBC Shares registered in his, her or its name or if dissenting on behalf of a Beneficial Shareholder of WGBC Shares, with respect to all of the WGBC Shares registered in his, her or its name and beneficially owned by the holder on whose behalf the registered holder of WGBC Shares is dissenting. The Dissent Notice must set out the number of WGBC Shares in respect of which the Dissent Rights are being exercised (the "**Notice Shares**") and: (a) if such WGBC Shares constitute all of the WGBC Shares of which the WGBC Shareholder is the registered and beneficial owner and the WGBC Shareholder owns no other WGBC Shares beneficially, a statement to that effect; (b) if such WGBC Shares constitute all of the WGBC Shares of which the WGBC Shareholder is both the registered and beneficial owner, but the WGBC Shareholder owns additional WGBC Shares beneficially, a statement to that effect and the names of the registered holders of WGBC Shares, the number of WGBC Shares held by each such registered holder of WGBC Shares and a statement that written notices of dissent are being or have been sent with respect to such other WGBC Shares; or (c) if the Dissent Rights are being exercised by a registered holder of WGBC Shares who is not the beneficial owner of such WGBC Shares, a statement to that effect and the name of the Beneficial Shareholder and a statement that the registered holder of WGBC Shares is dissenting with respect to all WGBC Shares of the Beneficial Shareholder registered in such registered holder's name.

32. If the Arrangement Resolution is approved, and the Petitioner notifies a registered holder of Notice Shares of WGBC's intention to act upon the Arrangement Resolution pursuant to section 243 of the BCBCA, in order to exercise Dissent Rights, such WGBC Shareholder must, within one month after the Petitioner gives such notice, send to WGBC a written notice that such holder requires the purchase of all of the Notice Shares in respect of which such holder has given Dissent Notice. Such written notice must be accompanied by the certificate(s) or instrument(s) representing those Notice Shares (including a written statement prepared in accordance with section 244(1)(c) of the BCBCA if the dissent is being exercised by the WGBC Shareholder on behalf of a Beneficial Shareholder), whereupon, subject to the provisions of the BCBCA relating to the termination of Dissent Rights, the WGBC Shareholder becomes a Dissenting WGBC Shareholder, and is entitled to be paid the fair value of those WGBC Shares. Such

Dissenting WGBC Shareholder may not vote, or exercise or assert any rights of a WGBC Shareholder in respect of such Notice Shares, other than the rights set forth in Division 2 of Part 8 of the BCBCA, as modified by the Plan of Arrangement and this Interim Order.

33. Dissenting WGBC Shareholders who:

(a) ultimately are entitled to be paid fair value for such WGBC Shares: (a) shall be deemed not to have participated in the transactions in Article 2 (other than Section 2.3(1)) of the Plan of Arrangement; (b) will be entitled to be paid the fair value of such WGBC Shares by Westleaf, which fair value, notwithstanding anything to the contrary contained in Division 2 of Part 8 of the BCBCA, shall be determined as of the close of business on the day before the Arrangement Resolution was adopted; and (c) will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such WGBC Shares; or

(b) ultimately are not entitled, for any reason, to be paid fair value for such WGBC Shares shall be deemed to have participated in the Arrangement as of the Effective Time on the same basis as a non-dissenting holder of WGBC Shares as described in Section 3.1(a) of the Plan or Arrangement and shall be entitled to receive only the consideration contemplated in Section 4.1(a) of the Plan of Arrangement that such WGBC Shareholder would have received pursuant to the Arrangement if such WGBC Shareholder had not exercised Dissent Rights.

34. If the Arrangement is approved, any Dissenting WGBC Shareholder, or WGBC, may apply to the Court to fix the fair value of the Dissenting WGBC Shareholder's WGBC Shares, and the Court may determine the payout value of the WGBC Shares, giving judgment in that amount against Westleaf, in favour of the Dissenting WGBC Shareholder and fixing the time by which Westleaf must pay that amount to the Dissenting WGBC Shareholder. If such an application is made by a Dissenting WGBC Shareholder, WGBC (or Westleaf in lieu of WGBC pursuant to sections 244 and 245 of the BCBCA) (the "**Payee**") shall, unless the Court orders otherwise, send to each Dissenting WGBC Shareholder a written offer (the "**Offer to Purchase**") to pay the Dissenting WGBC Shareholder an amount considered by the board of directors of the Payee to be the fair value of the subject WGBC Shares, together with a statement showing how the fair value of such WGBC Shares was determined. Every Offer to Purchase shall be on the same terms. At any time before the Court pronounces an order fixing the fair value of a Dissenting WGBC Shareholder's WGBC Shares, such Dissenting WGBC Shareholder may enter an agreement with the Payee for the purchase of such WGBC Shares in the amount of the Offer to Purchase or otherwise. The Offer to Purchase shall be sent to each Dissenting WGBC Shareholder within ten days of Westleaf being served with a copy of the originating notice. Any order of the Court may also contain direction in relation to the payment to the Dissenting WGBC Shareholder of all or part of the sum offered by the Payee for such WGBC Shares, the deposit of the certificates representing such WGBC Shares and other matters. If a Dissenting WGBC Shareholder strictly complied with the foregoing Dissent Rights requirement, but the Arrangement is not completed, the Payee will return to the Dissenting WGBC

Shareholder the certificates delivered to the Payee by the Dissenting WGBC Shareholder, if any.

35. On (a) the Effective Time, (b) the making of an agreement between the Payee and the Dissenting WGBC Shareholder as to the payment to be made for the Dissenting WGBC Shareholder's WGBC Shares, or (c) the pronouncement of an order by the Court, whichever occurs first, the Dissenting WGBC Shareholder ceases to have any rights as a WGBC Shareholder other than the right to be paid the fair value of his or her WGBC Shares in an amount agreed to by the Payee and such Dissenting WGBC Shareholder or in the amount set forth in an order of the Court, as the case may be, which fair value shall be determined as of the close of business on the last business day before the day on which the WGBC Arrangement Resolution was approved. Until any one of such events occurs, the Dissenting WGBC Shareholder may withdraw his or her dissent or the Payee may rescind the WGBC Arrangement Resolution and in either event, the dissent proceedings shall be discontinued. If a Dissenting WGBC Shareholder fails to strictly comply with the Dissent Rights requirements, they will lose their Dissent Rights, WGBC will return to the Dissenting WGBC Shareholder the certificates representing their WGBC Shares that were delivered to the Payee, if any, and if the Arrangement is completed, that Dissenting WGBC Shareholder will be deemed to have participated in the Arrangement on the same terms as any WGBC Shareholder.

36. If the Payee is not permitted to make a payment to a Dissenting WGBC Shareholder due to there being reasonable grounds for believing the Payee would after the payment be unable to pay its liabilities as they become due, or the realizable value of the Payee's assets would thereby by less than the aggregate of its liabilities, then the Payee shall, within ten days of after the pronouncement of an order, or the making of an agreement between the Payee and the Dissenting WGBC Shareholder as to the payment to be made for his or her WGBC Shares, notify each Dissenting WGBC Shareholder that it is unable to lawfully pay Dissenting WGBC Shareholders for their WGBC Shares.

37. Notwithstanding that a judgement has been given in favour of a Dissenting WGBC Shareholder by the Court, if the Payee is not permitted to make a payment to a Dissenting WGBC Shareholder for the reasons stated above, the Dissenting WGBC Shareholder by written notice delivered to the Payee within thirty days after receiving the notice, as set forth in the previous paragraph, may withdraw his or her Dissent Notice, in which case the Payee is deemed to consent to the withdrawal and the Dissenting WGBC Shareholder is reinstated to his or her full rights as a WGBC Shareholder, failing which he or she retains his or her status as a claimant against the Payee to be paid as soon as it is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the Payee but in priority to shareholders.

38. There is no obligation on WGBC to make application to the Court. The Dissenting WGBC Shareholder will be entitled to receive the fair value that the WGBC Shares had immediately before the close of business on the day before the passing of the Arrangement Resolution, excluding any appreciation or depreciation in anticipation of the vote (unless such exclusion would be inequitable).

39. After a determination of the fair value of the WGBC Shares in respect of which a WGBC Shareholder is dissenting, WGBC (or Westleaf in lieu of WGBC) must then promptly pay that amount to the Dissenting WGBC Shareholder. In no case will Westleaf, the Depositary or any other Person be required to recognize Dissenting WGBC Shareholders as Westleaf Shareholders after the Effective Time, and the names of such Dissenting WGBC Shareholders will be deleted from the central securities register as WGBC Shareholders at the Effective Time.

40. In no circumstances will Westleaf, WGBC or any other Person be required to recognize a Person as a Dissenting WGBC Shareholder: (a) unless such Person is the holder of the WGBC Shares in respect of which Dissent Rights are purported to be exercised immediately prior to the Effective Time; (b) if such Person has voted or instructed a proxy holder to vote such Notice Shares for the WGBC Arrangement Resolution; or (c) unless such Person has strictly complied with the procedures for exercising Dissent Rights set out in Division 2 of Part 8 of the BCBCA, as modified by the Plan of Arrangement and the Interim Order and does not withdraw such Dissent Notice prior to the Effective Time.

41. In no circumstances will Westleaf, WGBC or any other Person be required to recognize a Dissenting WGBC Shareholder as the holder of any Westleaf Share in respect of which Dissent Rights have been validly exercised at and after the completion of the steps contemplated in the Plan of Arrangement. WGBC Optionholders will not be entitled to exercise Dissent Rights in respect of WGBC Options.

42. In addition to any other restrictions under Division 2 of Part 8 of the BCBCA, as modified by Article 4 of the Plan of Arrangement and this Interim Order, none of the following shall be entitled to exercise Dissent Rights: WGBC Optionholders and WGBC Shareholders who vote or have instructed a proxyholder to vote WGBC Shares in favour of the Arrangement Resolution.

43. Dissent Rights with respect to Notice Shares will terminate and cease to apply to the Dissenting WGBC Shareholder if, before full payment is made for the Notice Shares, the Arrangement in respect of which the Dissent Notice was sent is abandoned or by its terms will not proceed, a court permanently enjoins or sets aside the corporate action approved by the WGBC Arrangement Resolution, or the Dissenting WGBC Shareholder withdraws the Dissent Notice with WGBC's written consent. If any of these events occur, WGBC must return the share certificates representing the WGBC Shares to the Dissenting WGBC Shareholder and the Dissenting WGBC Shareholder regains the ability to vote and exercise its rights as a WGBC Shareholder.

44. Subject to further order of this Court, the rights available to the WGBC Shareholders under the BCBCA and the Arrangement to dissent from the Arrangement shall constitute full and sufficient rights of dissent for the WGBC Shareholders with respect to the Arrangement.

Application for Final Order

45. Upon obtaining, in the manner set forth in this Interim Order, the approval of the Arrangement required by this Interim Order, the Petitioner may apply to this Court for a final order approving the Arrangement contemplated by the Plan of Arrangement (the "**Final Order**"), which includes a finding of fairness of the terms and conditions of the Arrangement, and the hearing shall be set down for hearing before the presiding Judge in Chambers at the Courthouse at 800 Smithe Street, Vancouver, British Columbia, on **December 13, 2019 at 9:45 a.m.**, or as soon thereafter as the hearing of the Final Order can be heard, or at such other date and time as this Court may direct.

46. The form of Notice of Hearing of Petition for Final Order attached at **Schedule "B"** of the Notice of Application is hereby authorized for use for all purposes as the Notice of Hearing required by Rule 16-1(8).

47. Sending the Notice of Hearing of Petition for Final Order and this Interim Order in accordance with paragraph 5 of this Interim Order shall constitute good and sufficient service of this proceeding and no other form of service need be made and no other material need be served on Persons in respect of these proceedings. In particular, service of the Petition herein and the Trinh Affidavit #1 and additional Affidavits as may be filed, is dispensed with. Upon the written request by, or on behalf of, any WGBC Securityholder, WGBC shall deliver the Petition and other materials filed herein.

48. Any WGBC Securityholder may appear and make submissions at the application for the Final Order provided that such Person shall file a Response to Petition, in the form prescribed by the Rules of Court of the Supreme Court of British Columbia, with this Court and deliver a copy of the filed Response to Petition, together with a copy of all material on which such Person intends to rely at the application for the Final Order to the solicitors for the Petitioner at their address for delivery as set out in the Petition, on or **before 4:00 p.m. (Vancouver time) on December 11, 2019**, or as the Court may otherwise direct.

49. If the application for the Final Order is adjourned, only those Persons who have filed and delivered a Response to Petition in accordance with this Interim Order need to be served and provided with notice of the adjourned hearing date and any filed materials.

Precedence

50. To the extent of any inconsistency or discrepancy between this Interim Order, the WGBC Governing Documents, the Circular, the BCBCA or applicable securities laws, this Interim Order shall govern.

Variance and Direction

51. WGBC, the WGBC Securityholders, the directors and auditors of WGBC shall, and hereby do, have liberty to seek leave to vary this Interim Order or apply for such further order or orders or to seek such directions as may be appropriate.

52. Rules 8-1 and 16-1(8) – (12) of the Rules of Court of the Supreme Court of British Columbia will not apply to any further applications in respect of this proceeding, including the application for the Final Order and any application to vary this Interim Order.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:

For:

MIRANDA LAM
Counsel for the Petitioner

By the Court

Registrar

Certified a true copy according to the records of the Supreme Court at Vancouver, B.C.
This 13 day of Nov 20 19
Authorized Signing Officer
RYAN LEE

CHECKED

19812433

APPENDIX C

NOTICE OF HEARING OF PETITION FOR FINAL ORDER

NO. S1912770
VANCOUVER REGISTRY

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF SECTION 288 OF THE
BUSINESS CORPORATIONS ACT S.B.C. 2002, c. 57, AS AMENDED

IN THE MATTER OF A PROPOSED ARRANGEMENT INVOLVING
WE GROW BC LTD. AND CERTAIN OF ITS SECURITYHOLDERS
AND WESTLEAF INC.

WE GROW BC LTD.

PETITIONER

NOTICE OF HEARING OF PETITION FOR FINAL ORDER

TO: The Securityholders of We Grow BC Ltd.

NOTICE IS HEREBY GIVEN that a Petition has been filed by We Grow BC Ltd. ("**WGBC**") in the Supreme Court of British Columbia for approval of an arrangement (the "**Arrangement**") pursuant to Section 288 of the *Business Corporations Act* S.B.C. 2002, c. 57, as amended, as contemplated in an arrangement agreement dated November 7, 2019.

AND NOTICE IS FURTHER GIVEN that by an Interim Order of the Supreme Court of British Columbia pronounced November 13, 2019, the Court has given directions as to the calling of a meeting of the WGBC Shareholders and the WGBC Optionholders for the purpose of considering and voting on the Arrangement.

AND NOTICE IS FURTHER GIVEN that if the Arrangement is approved at the meeting, the Petitioner intends to apply for an order approving the Arrangement and declaring it to be fair and reasonable (the "**Final Order**") at a hearing before a Judge of the Supreme Court of British Columbia at the Courthouse, at 800 Smithe Street, in the City of Vancouver, in the Province of British Columbia, on or about December 13, 2019 at 9:45 a.m. (PT), or so soon thereafter as counsel may be heard, or at such later date as the Court may direct.

IF YOU WISH TO BE HEARD AT THE HEARING OF THE PETITION OR WISH TO BE NOTIFIED OF ANY FURTHER PROCEEDINGS, YOU MUST GIVE NOTICE OF YOUR INTENTION by filing a form entitled "Response to Petition", in the form prescribed by the Rules of Court of the Supreme Court of British Columbia, along with any evidence or materials which you intend to present to the Court, at the Vancouver Registry of the Court and **YOU MUST ALSO DELIVER** a copy of the filed Response to Petition, together with a copy of all evidence or materials on which you intend to rely at the application for the Final Order, to the solicitors for the Petitioner at their address for delivery, which is set out below, on or before 4:00 p.m. (PT) on December 11, 2019, or as the Court may otherwise direct.

YOU OR YOUR SOLICITOR may file the Response to Petition. You may obtain a form of "Response to Petition" at the Registry. The address of the Registry is: 800 Smithe Street, Vancouver, British Columbia, V6Z 2E1.

IF YOU DO NOT FILE A RESPONSE TO PETITION and do not attend either in person or by counsel at the time of such hearing, the Court may approve the Arrangement, as presented at that time, or may approve it subject to such terms and conditions as the Court deems fit, all without further notice to you. If the Arrangement is approved, it will significantly affect the rights of the WGBC Securityholders.

A copy of the said Petition and other documents in the proceedings will be furnished to any WGBC Securityholder upon request in writing addressed to the solicitors of the Petitioner at their address for delivery set out below.

The Petitioner's address for delivery is:

McCarthy Tétrault LLP
Barristers & Solicitors
Suite 2400, 745 Thurlow Street
Vancouver BC V6E 0C5
Attention: Miranda Lam

DATED: November 15, 2019



MIRANDA LAM
Counsel for the Petitioner

APPENDIX D

ARRANGEMENT AGREEMENT

ARRANGEMENT AGREEMENT

BETWEEN

WESTLEAF INC.

- AND -

WE GROW BC LTD.

November 7, 2019

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ARRANGEMENT AGREEMENT

THIS ARRANGEMENT AGREEMENT is dated as of the 7 day of November, 2019.

BETWEEN:

> **WESTLEAF INC.** a corporation incorporated under the laws of the Province of Alberta (hereinafter referred to as "**Westleaf**")

AND:

> **WE GROW BC LTD.**, a corporation incorporated under the laws of the Province of British Columbia (hereinafter referred to as "**WGBC**")

WHEREAS:

A. upon the terms and subject to the conditions set forth in this Agreement, the Parties hereto propose to carry out an arrangement under Division 5 of Part 9 the BCBCA on the terms set forth in the Plan of Arrangement;

B. the board of directors of WGBC has, after receiving legal and financial advice, unanimously (other than directors abstaining or recusing themselves as required under the BCBCA): (i) determined that the transactions contemplated by this Agreement are fair and in the best interests of WGBC and the WGBC Securityholders; (ii) determined that the consideration to be paid by Westleaf to the WGBC Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the WGBC Shareholders; (iii) approved the Arrangement and the entering into of this Agreement, and the transactions contemplated hereby; and (iv) resolved to recommend that the WGBC Shareholders and WGBC Optionholders vote in favour of the WGBC Resolution;

C. concurrently with the execution of this Agreement, and as a condition of, and inducement to, the willingness of Westleaf to enter into this Agreement, all of the directors and officers of WGBC and certain other securityholders of WGBC, collectively, holding not less than 30% of the issued and outstanding WGBC Shares, have entered into WGBC Voting and Support Agreements in the form set forth in Exhibit "A" hereto; and

D. concurrently with the execution of this Agreement, and as a condition of, and inducement to, the willingness of WGBC to enter into this Agreement, all of the directors and officers of Westleaf and certain other securityholders of Westleaf, collectively, holding not less than 18% of the issued and outstanding Westleaf Shares, have entered into Westleaf Voting and Support Agreements in the form set forth in Exhibit "B" hereto.

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

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, the following defined terms have the meanings hereinafter set forth:

(a) "**582**" has the meaning ascribed thereto in Section 4.1(c);

(b) "**ABCA**" means the *Business Corporations Act* (Alberta), RSA 2000, c B-9;

(c) "**Acquisition Proposal**" means, other than the Arrangement and other than a transaction involving only a Party and one or more of its wholly-owned subsidiaries, any inquiry or the making of any offer or proposal, whether or not in writing or subject to a due diligence or other condition to a Party (including any take-over bid (as defined in *National Instrument 62-104 - Takeover Bids and Issuer Bids*) initiated by advertisement or circular) from any Person or Persons other than the Other Party (or an affiliate of the Other Party) acting "jointly or in concert" (where such phrase has the meaning ascribed thereto in Applicable Canadian Securities Laws) from the date of this Agreement until the termination of this Agreement or consummation of the Arrangement, as applicable, whether or not delivered to the shareholders of a Party, which constitutes, or may reasonably be expected to lead to (in either case whether in one transaction or a series of transactions):

(i) any direct or indirect sale, disposition, issuance or acquisition of shares or other equity interests representing 20% or more of the voting securities or other equity interests (or securities convertible into or exercisable for 20% or more of such securities or interests) of a Party or any of its subsidiaries whose assets, individually or in the aggregate, represent 20% or more of the consolidated assets of such Party and its subsidiaries;

(ii) any direct or indirect acquisition, disposition or purchase (or any lease, long-term supply agreement or other arrangement having the same economic effect as an acquisition, disposition or purchase), of assets of a Party or any of its subsidiaries, that contribute 20% or more of the consolidated revenue of such Party and its subsidiaries, or constitute 20% or more of the consolidated assets of such Party and its subsidiaries, as applicable;

(iii) an amalgamation, arrangement, merger, business combination, consolidation, share exchange, debt exchange, reorganization, joint venture, partnership or other similar transaction, recapitalization, liquidation, dissolution or winding up or similar transaction involving a Party or any of its subsidiaries whose assets or revenues, individually or in the aggregate, represent 20% or more of the consolidated assets or contribute 20% or more of the consolidated annual revenue of the Party and its subsidiaries, taken as a whole, in either case, as measure on the most recent financial statements of the Party;

(iv) a take-over bid, issuer bid, tender offer or other similar transaction that, if consummated, would result in such Person or group of Persons beneficially owning or having the right to acquire 20% or more of any class of voting or equity securities of such Party on a fully-diluted basis; or

(v) any other transaction, the consummation of which would or could reasonably be expected to impede, interfere with, prevent or delay the transactions contemplated by this Agreement or the Arrangement or which would or could reasonably be expected to materially reduce the benefits to the Parties under this Agreement or the Arrangement;

(d) "**affiliate**" has the meaning ascribed thereto in the Securities Act;

(e) "**Agreement**", "**herein**", "**hereof**", "**hereto**", "**hereunder**" and similar expressions mean and refer to this arrangement agreement (including the schedules hereto) and the Disclosure Letters, as supplemented, modified or amended, and not to any particular article, section, schedule or other portion hereof;

(f) "**Applicable Canadian Securities Laws**" means, in the case of Westleaf, the Securities Act and any other Canadian provincial and territorial securities Applicable Laws, rules, regulations and published policies applicable to Westleaf and, in the case of the WGBC, the *Securities Act* (British Columbia) and any other applicable Canadian provincial and territorial securities Applicable Laws, rules, regulations and published policies applicable to WGBC;

(g) "**Applicable Laws**", in the context that refers to one or more Persons, means any domestic or foreign, federal, state, provincial or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority, and any terms and conditions of any grant of approval, permission, authority or license of any Governmental Authority, that is binding upon or applicable to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Person having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities;

(h) "**Arrangement**" means the arrangement under Division 5 of Part 9 of the BCBCA, on the terms and conditions set forth in this Agreement and the Plan of Arrangement, subject to any amendment or supplement thereto made in accordance therewith or at the direction of the Court in the Final Order with the prior written consent of the Parties, each acting reasonably;

(i) "**Arrangement Filings**" means the filings in respect of the Arrangement required under Section 292 of the BCBCA to be sent to the Registrar for filing after the Final Order has been made;

(j) "**BCBCA**" means the *Business Corporations Act* (British Columbia), SBC 2002, c 57;

(k) "**Business Day**" means a day other than a Saturday, Sunday or other day when banks in the city of Calgary, Alberta, are not generally open for business;

(l) "**Change in Recommendation**" means either the Westleaf Change in Recommendation or the WGBC Change in Recommendation, as the context requires;

(m) "**Class A Shares**" has the meaning ascribed thereto in Section 4.1(k);

(n) "**Class B Shares**" has the meaning ascribed thereto in Section 4.1(k);

(o) "**Class C Shares**" has the meaning ascribed thereto in Section 4.1(k);

(p) "**Class H Shares**" has the meaning ascribed thereto in Section 4.1(k);

(q) "**Class I Shares**" has the meaning ascribed thereto in Section 4.1(k);

(r) "**Class J Shares**" has the meaning ascribed thereto in Section 4.1(k);

(s) "**Class K Shares**" has the meaning ascribed thereto in Section 4.1(k);

(t) "**Confidential Information**" has the meaning ascribed thereto in Section 3.4(g);

(u) "**Confidentiality Agreement**" means the confidentiality agreement dated effective August 21, 2019 between WGBC and Westleaf entered into in connection with the transactions contemplated herein;

(v) "**Contract**" means, with respect to a Party, any legally binding contract, lease, instrument, note, bond, debenture, mortgage, agreement, arrangement or understanding, written or oral, to which such Party, or any of its subsidiaries, is a Party or under which such Party or any of its subsidiaries is bound or affected, has unfulfilled obligations or contingent liabilities or is owed unfulfilled obligations, whether known or unknown, and whether asserted or not;

(w) "**Court**" means the Supreme Court of British Columbia;

(x) "**Creston Facility**" means the cannabis cultivation facility of WGBC located in Creston, British Columbia;

(y) "**Depositary**" means Computershare Trust Company of Canada, or such other trust company that may be appointed by Westleaf and WGBC for the purpose of receiving deposits of certificates representing WGBC Shares in connection with the Arrangement and as set out in the Letter of Transmittal;

(z) "**Disclosed Personal Information**" has the meaning ascribed thereto in Section 4.3(b);

(aa) "**Disclosure Letters**" means the WGBC Disclosure Letter and the Westleaf Disclosure Letter, and "**Disclosure Letter**" means either one, as applicable;

(bb) "**Dissent Rights**" means the rights of dissent exercisable by the WGBC Shareholders only in respect of the WGBC Resolution, to the extent considered at the WGBC Meeting, as set forth in the Plan of Arrangement;

(cc) "**Dissenting Shareholder**" means a registered holder of WGBC Shares who has validly exercised his, her or its Dissent Rights and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights, but only in respect of the WGBC Shares in respect of which Dissent Rights are validly exercised by such registered holder of WGBC Shares, as applicable;

(dd) "**Effective Date**" means the date the Arrangement Filings are filed with the Registrar;

(ee) "**Effective Time**" means 12:01 a.m. on the Effective Date, or such other time as the Parties agree to in writing before the Effective Date;

(ff) "**Encumbrances**" means, in the case of property or an asset, all mortgages, pledges, charges, liens, debentures, hypothecs, trust deeds, rights of first refusal, outstanding demands, burdens, capital leases, assignments by way of security, security interests, conditional sales Contracts or other title retention agreements or similar interests or instruments charging, or creating a security interest in, or against title to, such property or asset, or any part thereof or interest therein, and any agreements, leases, options, easements, rights of way, restrictions, executions or other charges or encumbrances (including notices or other registrations in respect of any of the foregoing) (whether by Applicable Law, Contract or otherwise) against title to any of the property or asset, or any part thereof or interest therein;

(gg) "**Environmental Laws**" means all Applicable Laws imposing obligations, responsibilities, liabilities or standards of conduct for or relating to: (a) the regulation or control of pollution, contamination, activities, materials, substances or wastes in connection with or for the protection of human health or safety, the environment or natural resources (including climate, air, surface water, groundwater, wetlands, land surface, subsurface strata, wildlife, aquatic species and vegetation); or (b) the use, generation, disposal, treatment, processing, recycling, handling, transport, distribution, destruction, transfer, import, export or sale of Hazardous Substances;

(hh) "**Final Order**" means the final order of the Court pursuant to Section 291 of the BCBCA, in a form acceptable to Westleaf and WGBC, each acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of both Westleaf and WGBC, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to both Westleaf and WGBC, each acting reasonably) on appeal;

(ii) "**Former Westleaf Directors**" means Stephen Mason, John Radostits, Kareen Stangherlin, Scott Hurd and Robb McNaughton;

(jj) "**Governmental Authority**" means any:

(i) multinational, federal, provincial, state, regional, municipal, local or other government or any governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, ministry or agency, domestic or foreign;

(ii) any subdivision, agent, commission, board or authority of any of the foregoing;

(iii) any quasi-governmental or private body exercising any regulatory, expropriation or Governmental Authority under or for the account of any of the foregoing; and

(iv) any stock exchange;

(kk) "**Hazardous Substances**" means any pollutant, contaminant, waste of any nature, hazardous substance, hazardous material, toxic substance, dangerous substance or dangerous good as defined, judicially interpreted or identified in any Environmental Laws, including but not limited to petroleum and all derivatives thereof or synthetic substitutes therefore, and asbestos or asbestos containing materials, polychlorinated biphenyl and production waters;

(ll) "**IFRS**" has the meaning ascribed thereto in Section 1.8;

(mm) "**Information Circular**" means the joint management information circular of WGBC and Westleaf, notice of WGBC Meeting, notice of Westleaf Meeting, forms of proxy of each of WGBC and Westleaf and any amendments thereto and appendices thereto to be mailed or otherwise distributed by WGBC or Westleaf in respect of the WGBC Meeting or Westleaf Meeting, as applicable, as such Information Circular may be amended, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement;

(nn) "**Interim Order**" means the interim order of the Court pursuant to Section 291 of the BCBCA, in a form acceptable to Westleaf and WGBC, each acting reasonably, providing for, among other things, the calling and holding of the WGBC Meeting, as such order may be amended by the Court with the consent of Westleaf and WGBC, each acting reasonably;

(oo) "**Letter of Transmittal**" means the letter of transmittal pursuant to which the WGBC Shareholders are required to deliver certificates representing WGBC Shares and other required documents in order to receive the Westleaf Shares issuable to them pursuant to the Arrangement;

(pp) "**Matching Period**" has the meaning ascribed thereto in 3.4(d)(v);

(qq) "**Material Adverse Change**" or "**Material Adverse Effect**" means, with respect to either Party, any fact or state of facts, circumstance, change, effect, occurrence or event that individually or in the aggregate is, or would reasonably be expected to be, material and adverse to the condition (financial or otherwise), business, operations, properties, licenses, affairs, assets, liabilities (contingent or otherwise), capitalization, results of operations, or cash flows of such Party (taken as a whole), or will, or would reasonably be expected to, prevent, materially delay or materially impair the ability of the Parties to consummate the transactions contemplated by this Agreement, other than any fact, state of facts, circumstance, change, effect, occurrence or event relating to or resulting from:

(i) conditions affecting the cannabis industry (including retail, manufacturing and cultivation) generally in Canada, including, without limitation, changes in Applicable Laws or taxes;

(ii) general economic or financial conditions, currency exchange rates, or securities or commodity prices in Canada or the United States;

(iii) any adoption, proposal, implementation or change in Applicable Law or any interpretation of Applicable Law by any Governmental Authority;

(iv) any change in IFRS;

(v) any act of terrorism or any outbreak of hostilities or war (or any escalation or worsening thereof);

(vi) any natural disaster;

(vii) any matter which has been publicly disclosed prior to the date hereof or that is set forth in either of the Disclosure Letters;

(viii) the failure of the Party to meet any internal or published projections, forecasts or estimates of revenues, earnings or cash flow for any period ending on or after the date of this Agreement (provided, however, that the causes underlying such failure may be considered to determine whether such causes constitute a Material Adverse Effect);

(ix) the announcement of this Agreement or the transactions contemplated hereby, including any loss or threatened loss of, or adverse change or threatened adverse change in, the relationship of the Party or its subsidiaries with the Party's employees, customers, suppliers, partners and other Persons with which the Party or any of its subsidiaries has business relations;

(x) any action taken by the Party or any of its subsidiaries which is permitted to be taken pursuant to this Agreement;

(xi) any action taken (or omitted to be taken) by a Party that is consented to by the Other Party expressly in writing; or

(xii) with respect to Westleaf, a change in the market trading price or trading volume of the Westleaf Shares either as a result of a change, effect, event or occurrence excluded from the definition of Material Adverse Effect under clauses (i) to (xi) above,

provided, however, that the change or effect referred to in clause (i) to (vi) above does not primarily relate only to (or have the effect of primarily relating only to) a Party and its subsidiaries, if any (taken as a whole), or disproportionately affects a Party and its subsidiaries, if any (taken as a whole), compared to other entities of similar size operating in the cannabis industry (including retail, cultivation and manufacturing), in which case the relevant exclusion from this definition of Material Adverse Change or Material Adverse Effect referred to above shall not be applicable;

(rr) "**Material Contract**" means any Contract: (a) that if terminated or modified or if it ceased to be in effect, would reasonably be expected to have a Material Adverse Effect with respect to such Party; (b) relating directly or indirectly to the guarantee of any liabilities or obligations or to indebtedness for borrowed money (in each case whether incurred, assumed, guaranteed or secured by any asset) in excess of $200,000 in the aggregate; (c) restricting, or which may in the future restrict, the incurrence of indebtedness by a Party or any of its subsidiaries (including by requiring the granting of an equal and rateable Encumbrance) or the incurrence of any Encumbrances on any properties or assets of a Party or any of its subsidiaries, or restricting, or which may in the future restrict, the payment of dividends by a Party or any of its subsidiaries; (d) providing for the establishment, investment in, organization, formation, or governance of any joint venture, limited liability company, strategic alliance, partnership or sharing of profits, revenue or proprietary information or similar arrangement that is material to such Party and its subsidiaries; (e) that creates an exclusive dealing arrangement or right of first offer or refusal between a Party and any other Person; (f) providing for the purchase, sale or exchange of, or option to purchase, sell or exchange, any property or asset where the purchase or sale price or agreed value or fair market value of such property or asset exceeds $200,000; (g) that requires the consent of any other party to the Contract to a change of control of a Party or any of its subsidiaries; (h) that is with any Person with whom a Party does not deal at arm's length within the meaning of the Tax Act, other than a wholly-owned subsidiary; (i) that

constitutes a hedge contract, futures contract, swap contract, option contract or similar derivative Contract; (j) that constitutes an amendment, supplement, or modification in respect of any of the foregoing; (k) in full force and effect, pursuant to which a Party or any of its subsidiaries may be required to pay, or expects to receive, amounts in excess of $500,000 in any 12 month period; (l) that limits or restricts in any material respect (i) the ability of such Party or any of its subsidiaries to engage in any line of business or carry on business in any geographic area; (ii) the ability of such Party or any of its subsidiaries to solicit or hire any Person; or (iii) the scope of Persons to whom such Party or any of its subsidiaries may sell products or deliver services; (m) that gives another Person the right to purchase or license an unlimited quantity or volume of, or enterprise-wide scope of use of, that Party's products or services (or licences to that Party's products or services) for a fixed aggregate price at no additional charge, or under which that Party grants most-favoured customer pricing, rights of first refusal or similar rights or terms to any Person; (n) that remains in full force and effect and has been filed with the Securities Authorities as a Material Contract in accordance with Applicable Canadian Securities Laws; or (o) that is otherwise material to a Party and its subsidiaries, taken as a whole; and includes each of the Contracts listed in Section 1.1(rr) of the Westleaf Disclosure Letter and Section 4.1(ff) of the WGBC Disclosure Letter, as applicable;

(ss) "**misrepresentation**", "**material change**" and "**material fact**" shall have the meanings ascribed thereto under Applicable Canadian Securities Laws;

(tt) "**Net Debt**" means, except as otherwise provided in this Agreement, the total debt (including bank indebtedness, accounts payable and accrued liabilities, including vacation pay accrued in respect if all employees) less the total of cash and cash equivalents plus any accounts receivable. For certainty, Net Debt will exclude any lease liabilities and any Transaction Costs;

(uu) "**New Westleaf Board of Directors**" means each of the New Westleaf Directors and Cody Church and Delbert Wapass;

(vv) "**New Westleaf Directors**" means Benjamin Sze, Michael Kelly and Paul Wilson;

(ww) "**New Westleaf Executives**" means Benjamin Sze as Chief Executive Officer, Scott Hurd as President, Gary Leong as Chief Compliance Officer, Taylor Ethans as Chief Financial Officer and Adam Coates as Executive Vice President, Commercial;

(xx) "**Ordinary Course**" means, with respect to an action taken by a Party or its subsidiary, that such action is consistent with the past practices of such Party or such subsidiary and is taken in the ordinary course of the normal day-to-day operations of the business of such Party or such subsidiary;

(yy) "**Other Party**" means, with respect to:

(i) WGBC, Westleaf; and

(ii) Westleaf, WGBC;

(zz) "**Outside Date**" means February 14, 2020 or such other date as the Parties may agree in writing;

(aaa) "**Parties**" means, collectively, the parties to this Agreement, and "**Party**" means any one of them;

(bbb) "**Permitted Encumbrances**" means, in respect of a Party or any of its subsidiaries, any one or more of the following:

(i) Encumbrances for Taxes which are not delinquent and for which adequate provisions have been made in accordance with IFRS;

(ii) inchoate or statutory Encumbrances of contractors, subcontractors, mechanics, workers, suppliers, materialmen, carriers and others in respect of the construction, maintenance, repair or operation of assets, as applicable, provided that such Encumbrances are incurred in the Ordinary Course and related to obligations not due or delinquent, are not registered against title to any such assets, as applicable, and in respect of which adequate holdbacks are being maintained as required by Applicable Law;

(iii) the right reserved to or vested in any Governmental Authority by any statutory provision or by the terms of any lease, licence, franchise, grant or permit of a Party or any of its subsidiaries, to terminate any such lease, licence, franchise, grant or permit, or to require annual or other payments as a condition of their continuance; and

(iv) with respect to: (i) Westleaf, the Encumbrances listed and described in the Westleaf Disclosure Letter; and (ii) WGBC, the Encumbrances listed and described in the WGBC Disclosure Letter.

(ccc) "**Person**" includes any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate group, body corporate, corporation, unincorporated association or organization, Governmental Authority, syndicate or other entity, whether or not having legal status;

(ddd) "**Plan of Arrangement**" means the plan of arrangement, substantially in the form set out in Exhibit "C" hereto, subject to any amendments or variations to such plan made in accordance with this Agreement or the Plan of Arrangement or made at the direction of the Court in the Final Order with the prior written consent of WGBC and Westleaf, each acting reasonably;

(eee) "**Registrar**" means the Registrar of Companies for the Province of British Columbia appointed under Section 400 of the BCBCA;

(fff) "**Representatives**" has the meaning ascribed thereto in Section 3.4(a);

(ggg) "**Required Consents**" has the meaning ascribed thereto in Section 5.2(m);

(hhh) "**Securities Act**" means the *Securities Act* (Alberta), R.S.A. 2000, c. S-4;

(iii) "**Securities Authorities**" means, collectively, the securities commissions or similar securities regulatory authorities in each of the provinces or territories of Canada;

(jjj) "**subsidiary**" has the meaning ascribed thereto in the Securities Act (and shall include all trusts or partnerships directly or indirectly owned or controlled by a Person);

(kkk) "**Superior Proposal**" means an unsolicited written *bona fide* Acquisition Proposal made after the date hereof from a Person (other than Westleaf or its affiliates, or WGBC or its affiliates, as applicable):

(i) to acquire all of the outstanding shares of a Party not beneficially owned by such arm's length third party or all or substantially all of the assets of a Party on a consolidated basis;

(ii) in respect of which reasonable arrangements have been made, including completion of any debt or equity financing, to ensure that the required funds or other consideration will be available to effect payment in full for all of the applicable shares or assets in each case as demonstrated to the satisfaction of the WGBC Board of Directors (if the Acquisition Proposal is made to WGBC) or the Westleaf Board of Directors (if the Acquisition Proposal is made to Westleaf), as applicable, acting in good faith;

(iii) that, in the opinion of the board of directors of the Party receiving such Acquisition Proposal, is capable of being completed without undue delay, taking into account all financial, legal regulatory and other aspects of such Acquisition Proposal and the Person making such proposal;

(iv) that complies with Applicable Canadian Securities Laws in all material respects and did not result from or involve a breach of Section 3.4;

(v) that is not subject to any due diligence (except for confirmatory due diligence) or access condition; and

(vi) that the board of directors of the Party who has received the Acquisition Proposal determines, in its good faith judgment, after receiving the advice of its outside legal and financial advisors and after taking into account all the terms and conditions of the Acquisition Proposal, including all legal, financial, regulatory and other aspects of such Acquisition Proposal and the party making such Acquisition Proposal, would, if consummated in accordance with its terms, but without assuming away the risk of non-completion, result in a transaction which is more favourable, to the shareholders of the Party than the Arrangement (including after taking into account any modifications to this Agreement proposed by the Parties as contemplated by Section 3.4(d));

(lll) "**Superior Proposal Notice**" has the meaning ascribed thereto in 3.4(d)(iv);

(mmm) "**Tax**" or "**Taxes**" means any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever however denominated, including any interest, penalties or other additions that may become payable in respect thereof, imposed by any Governmental Authority, whether computed on a separate, consolidated, unitary, combined or other basis, which taxes shall include, without limiting the generality of the foregoing, all income or profits taxes (including, but not limited to, federal income taxes and provincial income taxes), payroll and employee withholding taxes, employment insurance premiums, unemployment insurance, social

insurance taxes, Canada Pension Plan contributions, sales, use and goods and services taxes, value added taxes, ad valorem taxes, excise taxes, franchise taxes, gross receipts taxes, environmental taxes, capital taxes, production taxes, recapture, withholding taxes, employee health taxes, surtaxes, customs, import and export taxes, business license taxes, occupation taxes, real and personal property taxes, stamp taxes, environmental taxes, transfer taxes, workers' compensation and other governmental charges, and other obligations of the same or of a similar nature to any of the foregoing, which a Party or any of its subsidiaries, as applicable, is required to pay, withhold, remit or collect;

(nnn) "**Tax Act**" means the *Income Tax Act* (Canada), R.S.C. 1985, c. 1 (5th Supp.);

(ooo) "**Tax Returns**" means all reports, estimates, elections, notices, filings, designations, forms, declarations of estimated tax, information statements and returns relating to, or required to be supplied to any Governmental Authority in connection with, any Taxes (including any attached schedules, estimated tax returns, withholding tax returns, and information returns and reports);

(ppp) "**Third Party Approvals**" has the meaning ascribed thereto in Section 5.1(g);

(qqq) "**threatened**" when used in relation to legal action or any other matter, means that a demand or statement (oral or written) has been made or a notice (oral or written) has been given that such legal action or other matter is to be asserted, commenced, taken or otherwise pursued in the future or that an event has occurred or circumstances exist that would lead a reasonable Person to conclude that such legal action or other matter is likely to be asserted, commenced, taken or otherwise pursued in the future;

(rrr) "**Transaction Costs**" means all costs and expenses incurred by WGBC and Westleaf in connection with the transactions contemplated by this Agreement, including all legal, accounting, run-off insurance, financial advisory, fairness opinion, severance, bonuses, printing and other administrative or professional fees, costs and expenses of third parties incurred by WGBC and Westleaf, and all amounts payable by WGBC and Westleaf in respect of the Arrangement;

(sss) "**Transaction Financing**" means, collectively the WGBC Financing and the Westleaf Financing, for collective gross proceeds of not less than $11,000,000, to be completed prior to or concurrently with closing of the Arrangement;

(ttt) "**TSXV**" means the TSX Venture Exchange;

(uuu) "**United States**" means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia;

(vvv) "**U.S. Securities Act**" means the *United States Securities Act of 1933*, as amended, and the rules, regulations and orders promulgated thereunder;

(www) "**Westleaf Board of Directors**" means the board of directors of Westleaf, as it may be constituted from time to time;

(xxx) "**Westleaf Change in Recommendation**" has the meaning ascribed thereto in Section 6.3;

(yyy) "**Westleaf Change of Control Payments**" means obligations of Westleaf pursuant to all employment or consulting services agreements, director compensation programs, termination, severance, change of control, bonus and retention plans or policies for severance, termination, change of control, bonus or retention payments, any payments related to any incentive plan and any other payments Westleaf is required by law or Contract or intends to make in connection with the termination of all employees of Westleaf at the Effective Time in accordance with the terms of this Agreement, arising out of or in connection with the Arrangement, which obligations and payments (including any withholding taxes in relation thereto) shall not exceed $900,000 in the aggregate (which amount excludes vacation pay as such amount is accounted for in Westleaf Net Debt) details of which are set forth in the Westleaf Disclosure Letter;

(zzz) "**Westleaf Convertible Debentures**" means any convertible debentures of Westleaf issued pursuant to the Westleaf Debenture Indenture;

(aaaa) "**Westleaf Credit Agreement**" means the agreements between Westleaf and ATB Financial in respect of Westleaf's existing credit facilities;

(bbbb) "**Westleaf Damages Event**" has the meaning ascribed thereto in Section 6.1;

(cccc) "**Westleaf Debenture Indenture**" means the debenture indenture of Westleaf dated May 10, 2019;

(dddd) "**Westleaf Disclosure Letter**" means the disclosure letter from Westleaf to WGBC dated the date hereof;

(eeee) "**Westleaf Fairness Opinion**" means the opinion from Eight Capital Inc. to the Westleaf Board of Directors, that as of the date of the opinion and based on and subject to the assumptions, limitations and qualifications set out therein, that the acquisition of WGBC by Westleaf through the Arrangement in consideration for Westleaf Shares, as set forth in this Arrangement Agreement, is fair from a financial point of view, to Westleaf;

(ffff) "**Westleaf Financial Statements**" means the audited consolidated annual financial statements of Westleaf as at and for the year ended December 31, 2018, and the period from August 22, 2017 to December 31, 2017, together with the notes thereto and the auditors' report thereon, and the unaudited consolidated interim financial statements of Westleaf as at and for the six months ended June 30, 2019;

(gggg) "**Westleaf Financing**" means the additional debt capital made available to Westleaf: (i) through the issuance of a new term loan; and (ii) by the removal of the restricted cash requirement under Westleaf's existing credit facility, to be completed prior to or concurrently with closing of the Arrangement;

(hhhh) "**Westleaf Governing Documents**" means the articles and by-laws of Westleaf, as amended;

(iiii) "**Westleaf Information**" means all information to be included in the Information Circular (including in documents incorporated by reference) describing Westleaf, the Westleaf Subsidiaries, the business, operations and affairs of Westleaf and the Westleaf Subsidiaries, and the matters to be considered at the Westleaf Meeting, as required by the Interim Order or Applicable Laws;

(jjjj) "**Westleaf Meeting**" means the annual general and special meeting of the Westleaf Shareholders, including any adjournment or postponement of such special meeting in accordance with the terms of the Arrangement Agreement, to be held to consider, among other things, the Westleaf Resolution and related matters, and any adjournment(s) thereof;

(kkkk) "**Westleaf Option Plan**" means the Westleaf stock option plan in effect on the date hereof and the agreements entered into thereunder;

(llll) "**Westleaf Options**" means options granted pursuant to the Westleaf Option Plan;

(mmmm) "**Westleaf Performance Warrants**" means all of the issued and outstanding performance warrants of Westleaf;

(nnnn) "**Westleaf Plans**" has the meaning ascribed thereto in Section 4.2(ee);

(oooo) "**Westleaf Public Record**" means all information, documents and reports filed by or on behalf of Westleaf on or after January 1, 2019 with the Securities Authorities, in compliance, or intended compliance, with any Applicable Laws which is available for public viewing on the SEDAR website under Westleaf's profile at www.sedar.com;

(pppp) "**Westleaf Resolution**" means the resolution of the Westleaf Shareholders approving the Change of Management (as defined in TSXV policies) of Westleaf to occur in connection with closing of the Arrangement, as required by the policies of the TSXV in the form set forth in Exhibit "D" hereto;

(qqqq) "**Westleaf RSU Plan**" means the Westleaf restricted share unit plan in effect on the date hereof and the agreements entered into thereunder;

(rrrr) "**Westleaf RSUs**" means restricted share units granted pursuant to the Westleaf RSU Plan;

(ssss) "**Westleaf Shareholders**" means the holders of Westleaf Shares;

(tttt) "**Westleaf Shares**" means common shares in the capital of Westleaf;

(uuuu) "**Westleaf Subsidiary**" or "**Westleaf Subsidiaries**" has the meaning ascribed thereto in Section 4.2(b);

(vvvv) "**Westleaf Termination Fee**" has the meaning ascribed thereto in Section 6.1;

(wwww) "**Westleaf Third Party Beneficiaries**" has the meaning ascribed thereto in Section 11.10(b);

(xxxx) "**Westleaf Voting and Support Agreement**" means an agreement in the form set forth in Exhibit "B" hereto to be entered into between WGBC, all directors and officers of Westleaf and certain other Westleaf Shareholders pursuant to which such Westleaf Shareholders agree with WGBC, among other things, to vote in favour of the Westleaf Resolution and otherwise support the transactions contemplated by this Agreement;

(yyyy) "**Westleaf Warrants**" means all of the issued and outstanding warrants of Westleaf (but for certainty, excluding the Westleaf Performance Warrants);

(zzzz) "**WGBC Board of Directors**" means the board of directors of WGBC as it may be constituted from time to time;

(aaaaa) "**WGBC Change in Recommendation**" has the meaning ascribed thereto in Section 6.1;

(bbbbb) "**WGBC Damages Event**" has the meaning ascribed thereto in Section 6.3;

(ccccc) "**WGBC Disclosure Letter**" means the disclosure letter from WGBC to Westleaf dated the date hereof;

(ddddd) "**WGBC Fairness Opinion**" means the opinion from AltaCorp Capital Inc. to the WGBC Board of Directors that the consideration to be paid by Westleaf to the WGBC Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the WGBC Shareholders;

(eeeee) "**WGBC Financial Statements**" means: (i) the audited consolidated annual financial statements of WGBC as at and for the year ended December 31, 2016 and 2017; (ii) prior to the date of the Information Circular, the draft unaudited consolidated annual financial statements of WGBC as at and for the year ended December 31, 2018 together with the notes thereto, and the draft unaudited consolidated interim financial statements of WGBC as at and for the six months ended June 30, 2019; and (iii) on or after the date of the Information Circular, the audited consolidated annual financial statements of WGBC as at and for the year ended December 31, 2018 together with the notes thereto and the auditors' report thereon, and the unaudited consolidated interim financial statements of WGBC as at and for the six months ended June 30, 2019, in each instance all as provided to Westleaf;

(fffff) "**WGBC Financing**" means the private placement financing of WGBC of subscription receipts for gross proceeds of not less than $3,000,000, to be completed prior to or concurrently with closing of the Arrangement;

(ggggg) "**WGBC Governing Documents**" means the certificate of incorporation, notice of articles and articles of WGBC;

(hhhhh) "**WGBC Information**" means all information to be included in the Information Circular (including in documents incorporated by reference) describing WGBC, the WGBC Subsidiaries, the business, operations and affairs of WGBC and the WGBC Subsidiaries, and the matters to be considered at the WGBC Meeting, as required by the Interim Order or Applicable Laws;

(iiiii) "**WGBC Meeting**" means the special meeting of WGBC Shareholders and WGBC Optionholders, including any adjournment or postponement of such special meeting in accordance with the terms of the Arrangement Agreement, to be held to consider the WGBC Resolution and related matters, and any adjournment(s) thereof;

(jjjjj) "**WGBC Optionholders**" means the holders of WGBC Options;

(kkkkk) "**WGBC Options**" means options granted at the discretion of the WGBC Board of Directors;

(lllll) "**WGBC Plans**" has the meaning ascribed thereto in Section 4.1(gg);

(mmmmm) "**WGBC Resolution**" means the special resolution of WGBC Shareholders and WGBC Optionholders approving the Arrangement, as required by Applicable Laws in the form set forth in Exhibit "E" hereto;

(nnnnn) "**WGBC Securityholders**" means together, the WGBC Shareholders and the WGBC Optionholders;

(ooooo) "**WGBC Shareholders**" means the holders of WGBC Shares;

(ppppp) "**WGBC Shares**" means all the issued and outstanding shares in the capital of WGBC;

(qqqqq) "**WGBC Subsidiaries**" or "**WGBC Subsidiary**" has the meaning ascribed thereto in Section 4.1(c);

(rrrrr) "**WGBC Termination Fee**" has the meaning ascribed thereto in Section 6.3;

(sssss) "**WGBC Third Party Beneficiaries**" has the meaning ascribed thereto in Section 11.10(a);

(ttttt) "**WGBC Voting and Support Agreement**" means an agreement in the form set forth in Exhibit "A" hereto to be entered into between Westleaf, all directors and officers of WGBC and certain other WGBC Shareholders pursuant to which such WGBC Shareholders agree with Westleaf, among other things, to vote in favour of the WGBC Resolution and otherwise support the transactions contemplated by this Agreement; and

(uuuuu) "**WGBC Warrants**" means the common share purchase warrants of WGBC, each whole WGBC Warrant exercisable to purchase one Class C Share.

1.2 Interpretation Not Affected by Headings, etc.

The division of this Agreement into articles, sections and subsections is for convenience of reference only and does not affect the construction or interpretation of this Agreement. The terms "**this Agreement**", "**hereof**", "**herein**" and "**hereunder**" and similar expressions refer to this Agreement and not to any particular article, section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto.

1.3 Number and Gender

Words importing the singular number include the plural and vice versa, words importing the use of any gender include all genders, and words importing persons include firms and corporations and vice versa.

1.4 Date for Any Action

If any date on which any action is required to be taken hereunder by either Party is not a Business Day and a business day in the place where an action is required to be taken, such action is required to be taken on the next succeeding day which is a Business Day and a business day, as applicable, in such place.

1.5 Entire Agreement

This Agreement, the Confidentiality Agreement and the Disclosure Letters, together with the agreements and documents herein and therein referred to, constitute the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and

discussions, whether oral or written, between the Parties with respect to the subject matter hereof. To the extent of any inconsistency between this Agreement and the Confidentiality Agreement, this Agreement shall supersede the Confidentiality Agreement.

1.6 Statute and Agreement References

Any reference in this Agreement to any statute (including any regulations promulgated thereunder) or any section thereof shall, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated or re-enacted from time to time. References to any agreement or document shall be to such agreement or document (together with all schedules and exhibits thereto), as it may have been or may hereafter be amended, supplemented, replaced or restated from time to time.

1.7 Currency

All sums of money that are referred to in this Agreement are expressed in lawful money of Canada unless otherwise noted.

1.8 Accounting Matters

Unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under means International Financial Reporting Standards adopted by the International Accounting Standards Board as may be amended or re-stated from time to time ("**IFRS**"), and all determinations of an accounting nature required to be made shall be made in accordance with IFRS applicable as at the date on which such calculation is made or required to be made on a basis consistent with preceding years but subject to the adoption of any new accounting principles and rules and the transition rules pertaining thereto.

1.9 Knowledge

Where any representation or warranty contained in this Agreement is expressly qualified by reference to the knowledge of WGBC or Westleaf, as applicable, it refers to the actual knowledge of: (a) the President and Acting Chief Executive Officer of WGBC in respect of WGBC, (b) and Scott Hurd, President, Chief Executive Officer and Director of Westleaf and Taylor Ethans, Chief Financial Officer and Head of M&A of Westleaf in respect of Westleaf, in each case after reasonable inquiry and in each case in their capacity as officers of WGBC or Westleaf and not in their personal capacity, as of the date of this Agreement and does not include the knowledge or awareness of any other individual or any constructive, implied or imputed knowledge.

1.10 Enforceability

All representations, warranties, covenants and opinions in or contemplated by this Agreement as to the enforceability of any covenant, agreement or document are subject to enforceability being limited by applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws relating to or affecting creditors' rights generally, and the discretionary nature of certain remedies (including specific performance and injunctive relief and general principles of equity).

1.11 Exhibits

The following exhibits attached hereto are incorporated into and form an integral part of this Agreement:

Exhibit "A" – Form of WGBC Voting and Support Agreement

Exhibit "B" – Form of Westleaf Voting and Support Agreement

Exhibit "C" – Plan of Arrangement

Exhibit "D" – Westleaf Resolution

Exhibit "E" – WGBC Resolution

ARTICLE 2
THE ARRANGEMENT

2.1 General

(a) The Parties agree that the Arrangement will be implemented in accordance with and subject to the terms and conditions contained in this Agreement and the Plan of Arrangement.

(b) Subject to the terms and conditions of this Agreement, each of the Parties hereto agrees to use its reasonable commercial efforts prior to the Effective Date to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or advisable to complete the Arrangement and the transactions contemplated by this Agreement to be made effective on the Effective Date.

(c) In the event that there is a failure to obtain, or if a Party reasonably anticipates that there will be a failure to obtain, a consent, order or other approval of a Governmental Authority required in connection with the approval of the Arrangement, then each Party shall, upon the request of the Other Party, use its reasonable commercial efforts to assist the requesting Party to successfully implement and complete any alternative transaction structure that does not have negative financial consequences for either Party. In the event that the transaction structure is modified as a result of any event contemplated pursuant to this Section 2.1(c) or otherwise, the relevant provisions of this Agreement shall forthwith be deemed modified as necessary in order that it shall apply with full force and effect, *mutatis mutandis,* to reflect the revised transaction structure and the parties hereto shall, upon the reasonable request of any Party hereto, execute and deliver an agreement in writing giving effect to and evidencing such amendments as may be reasonably required as a result of such modifications.

2.2 Interim Order

(a) As soon as reasonably practicable after the date of this Agreement, but in any event at a time so as to permit the WGBC Meeting to be held on or before the date set out in Section 2.3(a), WGBC shall apply in a manner reasonably acceptable to Westleaf pursuant to section 291 of the BCBCA and, in cooperation with Westleaf, prepare, file and diligently pursue an application for the Interim Order, which must provide, among other things:

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

(ii) for confirmation of the record date for the WGBC Meeting referred to in Section 2.3(a)(iv);

(iii) that each WGBC Shareholder shall be entitled to vote with respect to the WGBC Resolution on the basis of one vote for each WGBC Share held, voting together as a single class;

(iv) that each holder of WGBC Options shall be entitled to vote with respect to the WGBC Resolution on the basis of one vote for each WGBC Option held, voting together as a single class;

(v) that the required level of approval for the WGBC Resolution shall be:

(A) two-thirds of the votes cast on such resolution by registered holders of WGBC Shares present in person or represented by proxy at the WGBC Meeting, voting together as a single class; and

(B) two-thirds of the votes cast on such resolution by registered holders of WGBC Options present in person or represented by proxy at the WGBC Meeting, voting together as a single class;

(vi) that, in all other respects, except as modified by the Interim Order, the terms, restrictions and conditions of the WGBC Governing Documents, including quorum requirements and all other matters, shall apply in respect of the WGBC Meeting;

(vii) for the grant of the Dissent Rights to those WGBC Shareholders who are registered WGBC Shareholders as contemplated in the Plan of Arrangement;

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

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

(x) that the record date for the WGBC Shareholders and WGBC Optionholders entitled to notice of and to vote at the WGBC Meeting will not change in respect of any adjournment(s) of the WGBC Meeting, unless required by Applicable Law; and

(xi) for such other matters as Westleaf may reasonably require, subject to obtaining the prior consent of WGBC, such consent not to be unreasonably withheld or delayed.

(b) Westleaf will, to the extent that it is within its power, assist WGBC in filing, proceeding with and diligently prosecuting an application for the Interim Order and the Final Order and forthwith carry out the terms of the Interim Order and the Final Order to the extent applicable to Westleaf provided that nothing shall require Westleaf to consent to any modification of this Agreement, the Arrangement or Westleaf's obligations hereunder or thereunder.

2.3 WGBC Meeting

(a) WGBC shall:

(i) subject to Westleaf's compliance with Section 2.5(a), convene and conduct the WGBC Meeting in accordance with the Interim Order, the WGBC Governing Documents and Applicable Law as soon as reasonably practicable (and WGBC will use its reasonable commercial efforts to do so on or before December 19, 2019, and not adjourn, postpone or cancel, or propose the adjournment, postponement or cancellation of) the WGBC Meeting without the prior written consent of Westleaf, except:

(A) as required or permitted under Section 5.4(d) or Section 5.4(f) (in which case, the WGBC Meeting shall be adjourned and not cancelled);

(B) as required by Applicable Law or by a Governmental Authority; or

(C) in the case of an adjournment, as required for quorum purposes (in which case the WGBC Meeting shall be adjourned and not cancelled);

(ii) subject to the terms of this Agreement and compliance by the directors and officers of WGBC with their fiduciary duties, use commercially reasonable efforts to solicit proxies in favour of the approval of the WGBC Resolution and against any resolution submitted by any Person that is inconsistent with the WGBC Resolution and the completion of any of the transactions contemplated by this Agreement, including, if so requested by Westleaf, cooperating with any Persons engaged by Westleaf to solicit proxies in favour of the approval of the Westleaf Resolution;

(iii) consult with Westleaf in fixing the date of the WGBC Meeting and the record date of the WGBC Meeting, and give notice to Westleaf of the WGBC Meeting, all in accordance with the Interim Order, and allow Westleaf's Representatives and legal counsel to attend the WGBC Meeting;

(iv) promptly advise Westleaf, at such times as Westleaf may reasonably request in writing and at least on a daily basis on each of the last ten Business Days prior to the date of the WGBC Meeting, as to the aggregate tally of the proxies received by WGBC in respect of the WGBC Resolution;

(v) promptly advise Westleaf of any communication (written or oral) from or claims brought by (or threatened to be brought by) any Person in opposition to the Arrangement and/or purported exercise or withdrawal of Dissent Rights by WGBC Shareholders;

(vi) not settle or compromise or agree to settle or compromise any such claims without the prior written consent of Westleaf; and

(vii) not, except as set out in the Interim Order and only with the consent of Westleaf, change the record date for the WGBC Shareholders and WGBC Optionholders entitled to vote at the WGBC Meeting in connection with any adjournment or postponement of the WGBC Meeting (unless required by Applicable Law).

2.4 Westleaf Meeting

(a) Westleaf shall:

(i) subject to WGBC's compliance with Section 2.5(a), convene and conduct the Westleaf Meeting in accordance with the Westleaf Governing Documents and Applicable Law as soon as reasonably practicable (and Westleaf will use its reasonable commercial efforts to do so on or before December 19, 2019, and not adjourn, postpone or cancel, or propose the adjournment, postponement or cancellation of) the Westleaf Meeting without the prior written consent of WGBC, except:

(A) as required or permitted under Section 5.4(e) or Section 5.4(f) (in which case, the Westleaf Meeting shall be adjourned and not cancelled);

(B) as required by Applicable Law or by a Governmental Authority; or

(C) in the case of an adjournment, as required for quorum purposes (in which case the Westleaf Meeting shall be adjourned and not cancelled);

(ii) subject to the terms of this Agreement and compliance by the directors and officers of Westleaf with their fiduciary duties, use commercially reasonable efforts to solicit proxies in favour of the approval of the Westleaf Resolution and against any resolution submitted by any Person that is inconsistent with the Westleaf Resolution and the completion of any of the transactions contemplated by this Agreement, including, if so requested by WGBC, cooperating with any Persons engaged by WGBC to solicit proxies in favour of the approval of the WGBC Resolution;

(iii) consult with WGBC in fixing the record date of the Westleaf Meeting, and give notice to WGBC of the Westleaf Meeting, all in accordance with the Interim Order, and allow WGBC's Representatives and legal counsel to attend the Westleaf Meeting;

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

(v) not change the record date for the Westleaf Shareholders entitled to vote at the Westleaf Meeting in connection with any adjournment or postponement of the Westleaf Meeting unless required by Applicable Law.

2.5 Information Circular

(a) As promptly as practical following the execution of this Agreement, after obtaining the Interim Order, and in compliance with the Applicable Laws (including Applicable Canadian Securities Laws):

(i) WGBC shall prepare the WGBC Information for inclusion in the Information Circular in a timely and expeditious manner, and shall ensure that such information does not contain any misrepresentation. WGBC shall also use commercially reasonable efforts to obtain any necessary consents from any of its auditors and any other advisors to the use of any financial or other expert information required to be included in the Information Circular and to the identification in the

Information Circular of each such advisor. WGBC shall ensure that such information does not include any misrepresentation concerning the WGBC or its affiliates;

(ii) Westleaf shall prepare the Westleaf Information for inclusion in the Information Circular in a timely and expeditious manner, and shall ensure that such information does not contain any misrepresentation. Westleaf shall also use commercially reasonable efforts to obtain any necessary consents from any of its auditors and any other advisors to the use of any financial or other expert information required to be included in the Information Circular and to the identification in the Information Circular of each such advisor. Westleaf shall ensure that such information does not include any misrepresentation concerning the Westleaf or its affiliates;

(iii) the Parties shall prepare the Information Circular and other relevant documentation, in consultation with each other, and each of the Parties shall ensure that the Information Circular provides WGBC Securityholders and Westleaf Shareholders with information in sufficient detail to permit them to form a reasoned judgment concerning the matters before them;

(iv) Westleaf and WGBC shall jointly prepare the Information Circular in compliance in all material respects with Applicable Canadian Securities Laws (including compliance in respect of the issuance of Westleaf Shares). Westleaf and WGBC shall submit a draft of the Information Circular to the TSXV in sufficient time for their review and approval (if applicable), along with all documents and materials as may be required by *TSXV Policy 5.3* or as the TSXV may request;

(v) WGBC shall call and give notice of the WGBC Meeting in accordance with Applicable Canadian Securities Laws and the BCBCA;

(vi) Westleaf shall call and give notice of the Westleaf Meeting in accordance with Applicable Canadian Securities Laws and the ABCA;

(vii) WGBC shall distribute to WGBC Securityholders in a timely and expeditious manner, the Information Circular and the Letter of Transmittal and any amendments or supplements thereto, all as required by Applicable Laws, in all jurisdictions where the same is required, complying in all material respects with all Applicable Laws and ensure that the Information Circular has been prepared in compliance with Applicable Laws and provides the WGBC Securityholders with information in sufficient detail to permit them to form a reasoned judgment concerning the matters before them, and shall include, without limitation: (A) the WGBC Information (as reviewed and commented on by Westleaf acting reasonably); (B) the Westleaf Information in the form approved by Westleaf (as reviewed and commented on by WGBC, acting reasonably); (C) the determinations and recommendations of the directors of WGBC as set forth in Section 2.12; and (D) a copy of the WGBC Fairness Opinion; and

(viii) Westleaf shall distribute to Westleaf Shareholder in a timely and expeditious manner, the Information Circular and any amendments or supplements thereto, all as required by Applicable Laws, in all jurisdictions where the same is required, complying in all material respects with all Applicable Laws and ensure that the

Information Circular has been prepared in compliance with Applicable Laws and provides the Westleaf Shareholders with information in sufficient detail to permit them to form a reasoned judgment concerning the matters before them, and shall include, without limitation: (A) the WGBC Information (as reviewed and commented on by Westleaf acting reasonably); (B) the Westleaf Information in the form approved by Westleaf (as reviewed and commented on by WGBC, acting reasonably); (C) the determinations and recommendations of the directors of Westleaf as set forth in Section 2.13; and (v) a copy of the Westleaf Fairness Opinion.

(b) Each Party shall promptly notify the other Party if it becomes aware that the Information Circular contains a misrepresentation, or otherwise requires an amendment or supplement. The Parties shall co-operate in the preparation of any such amendment or supplement as required or appropriate, and each Party shall promptly mail, file or otherwise publicly disseminate any such amendment or supplement to their respective shareholder and, if required by the Court or by Applicable Canadian Securities Law, file the same with the Securities Authorities or any other Governmental Authority.

(c) WGBC covenants and agrees that it will indemnify and save harmless Westleaf and its Representatives from and against any and all liabilities, claims, demands, losses, costs, damages and expenses (excluding any loss of profits or consequential damages) to which Westleaf or its Representatives may be subject or which Westleaf or its Representatives may suffer, whether under the provisions of any statute or otherwise, in any way caused by, or arising, directly or indirectly, from or in consequence of: (i) any misrepresentation or alleged misrepresentation contained solely in any WGBC Information included in the Information Circular that was provided by WGBC expressly for inclusion in the Information Circular; (ii) any order made or any inquiry, investigation or proceeding by any securities commission or other competent authority based upon any misrepresentation or alleged misrepresentation contained solely in WGBC Information included in the Information Circular that was provided by WGBC expressly for inclusion in the Information Circular; and (iii) WGBC not complying with any requirement of Applicable Canadian Securities Laws in connection with the transactions contemplated in this Agreement, except that WGBC will not be liable in any such case to the extent that any such liabilities, claims, demands, losses, costs, damages and expenses arise out of any information contained in the Information Circular other than WGBC Information included in the Information Circular that was provided by WGBC expressly for inclusion in the Information Circular or the negligence of Westleaf or the non-compliance by Westleaf with any requirement of Applicable Canadian Securities Laws in connection with the transactions contemplated by this Agreement.

(d) Westleaf covenants and agrees that it will indemnify and save harmless WGBC and its Representatives from and against any and all liabilities, claims, demands, losses, costs, damages and expenses (excluding any loss of profits or consequential damages) to which WGBC or its Representatives may be subject or which WGBC or its Representatives may suffer, whether under the provisions of any statute or otherwise, in any way caused by, or arising, directly or indirectly, from or in consequence of: (i) any misrepresentation or alleged misrepresentation contained solely in any Westleaf Information included in the Information Circular that was provided by Westleaf expressly for inclusion in the Information Circular; (ii) any order made or any inquiry, investigation or proceeding by any securities commission or other competent authority based upon any misrepresentation or alleged misrepresentation contained solely in Westleaf Information included in the

Information Circular that was provided by Westleaf expressly for inclusion in the Information Circular; and (iii) Westleaf not complying with any requirement of Applicable Canadian Securities Laws in connection with the transactions contemplated in this Agreement, except that Westleaf will not be liable in any such case to the extent that any such liabilities, claims, demands, losses, costs, damages and expenses arise out of any information contained in the Information Circular other than Westleaf Information included in the Information Circular that was provided by Westleaf expressly for inclusion in the Information Circular or the negligence of WGBC or the non-compliance by WGBC with any requirement of Applicable Canadian Securities Laws in connection with the transactions contemplated by this Agreement.

2.6 Final Order

If the Interim Order is obtained and the WGBC Resolution is passed at the WGBC Meeting as provided for in the Interim Order, WGBC shall take all steps necessary or desirable to submit the Arrangement to the Court and diligently pursue an application for the Final Order pursuant to section 291 of the BCBCA, as soon as reasonably practicable after the WGBC Resolution is passed at the WGBC Meeting.

2.7 Court Proceedings

In connection with all Court proceedings relating to obtaining the Interim Order and the Final Order, WGBC shall diligently pursue, and cooperate with Westleaf in diligently pursuing, the Interim Order and the Final Order and WGBC will provide Westleaf and its legal counsel with reasonable opportunity to review and comment upon drafts of all material to be filed with the Court in connection with the Arrangement, including by providing on a timely basis a description of any information required by Applicable Law to be supplied by Westleaf for inclusion in such material, prior to the service and filing of that material, and will accept the reasonable comments of Westleaf and its legal counsel with respect to any such information required to be supplied by Westleaf and included in such material and any other matters contained therein. WGBC will ensure that all material filed with the Court in connection with the Arrangement is consistent in all material respects with the terms of this Agreement and the Plan of Arrangement. In addition, WGBC will not object to legal counsel to Westleaf making such submissions on the application for the Interim Order and the application for the Final Order as such counsel considers appropriate; provided that WGBC is advised of the nature of any submission prior to the hearing and such submission is consistent in all material respects with this Agreement and the Plan of Arrangement. WGBC will also provide legal counsel to Westleaf on a timely basis with copies of any notice and evidence served on WGBC or its legal counsel in respect of the application for the Final Order or any appeal therefrom, and any notice, written or oral, indicating the intention of any Person to appeal, or oppose the granting of, the Interim Order or Final Order. Except as required by Applicable Law, WGBC will not file any material with, or make any submissions to, the Court in connection with the Arrangement or serve any such material, and will not agree to modify or amend materials so filed or served, except as contemplated hereby or with Westleaf's prior written consent, such consent not to be unreasonably withheld or delayed; provided that the foregoing shall be subject to each Party's overriding obligation to make any disclosure or filing required by Applicable Law and that nothing herein shall require Westleaf to agree or consent to any increased purchase price or other consideration or other modification or amendment to such filed or served materials that expands or increases Westleaf's obligations, or diminishes or limits Westleaf's rights, set forth in any such filed or served materials or under this Agreement.

2.8 Arrangement Filings and Effective Date

(a) The Plan of Arrangement shall be implemented on the Effective Date.

(b) If required by the Court, WGBC shall file the Arrangement Filings with the Registrar no later than the second Business Day after the satisfaction or, where not prohibited, the waiver by the applicable Party or Parties in whose favour the condition is, of the conditions set out in Article 5 (excluding conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction or, where not prohibited, the waiver by the applicable Party or Parties in whose favour the condition is, of those conditions as of the Effective Date), unless another time or date is agreed to in writing by the Parties.

(c) The Arrangement shall become effective as of the Effective Time and the steps to be carried out pursuant to the Arrangement shall be effective in the order set forth in the Plan of Arrangement.

(d) The closing of the Arrangement will take place at the offices of McCarthy Tétrault LLP, 421-7 Avenue S.W., Suite 4000, Calgary, Alberta, T2P 4K9, or at such other location as may be agreed upon by the Parties on the Effective Date.

2.9 Replacement of Directors and Executives

(a) Immediately prior to the Effective Time and subject to Section 2.9(b):

(i) the Westleaf Board of Directors shall be reconstituted through the resignations of each of the Former Westleaf Directors and the New Westleaf Directors shall be appointed to fill the vacancies created by such resignations without requiring approval from the Westleaf Shareholders; and

(ii) the New Westleaf Executives shall be appointed by the New Westleaf Board of Directors as officers of Westleaf.

(b) Westleaf and each Former Westleaf Director shall execute mutual releases in a form acceptable to Westleaf, the Former Westleaf Director and WGBC, acting reasonably. Westleaf and WGBC each agree to take all reasonable steps within their power to facilitate the resignation of the Former Westleaf Directors and the appointment of the New Westleaf Directors and New Westleaf Executives, as applicable.

(c) In the event any of the New Westleaf Executives or any member of the New Westleaf Board of Directors receives notice from any applicable regulatory authority (including Health Canada or any provincial cannabis regulatory authority) that he or she will not receive any security clearance as required by Applicable Law, Westleaf will forthwith accept the undertaking and irrevocable resignation of such New Westleaf Executive or member of the New Westleaf Board of Directors as provided for in Section 5.1(h) and such New Westleaf Executive or member of the New Westleaf Board of Directors shall be deemed to have resigned from his or her position as an officer or director of Westleaf, as applicable.

2.10 Payment of Consideration

Westleaf shall, following receipt of the Final Order and immediately prior to the sending by WGBC of the Arrangement Filings, if any, to the Registrar, provide the Depositary with an irrevocable direction for the issuance of sufficient Westleaf Shares (the terms and conditions of such direction to be satisfactory to WGBC and Westleaf, each acting reasonably) pending the Effective Time, to satisfy the consideration

payable to the WGBC Shareholders pursuant to the Plan of Arrangement, other than Dissenting Shareholders who have not withdrawn their notice of objection.

2.11 Tax Withholdings

Westleaf and the Depositary shall be entitled to deduct and withhold from any consideration or amount payable to any Person such amounts as Westleaf or the Depositary, as the case may be, is required or permitted to deduct and withhold with respect to such consideration or payment under the Tax Act, the United States Internal Revenue Code of 1986 or any provision of federal, provincial, territorial, state, local or foreign tax law. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Person in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate Governmental Authority.

2.12 Recommendation of WGBC Board of Directors

The WGBC Board of Directors has unanimously (other than directors who must abstain or recuse themselves as required under the BCBCA), after receiving legal and financial advice:

(a) determined that transactions contemplated by this Agreement are fair and in the best interests of WGBC and the WGBC Securityholders;

(b) determined that the consideration to be paid by Westleaf to the WGBC Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the WGBC Shareholders;

(c) approved the Arrangement and the entering into of this Agreement, and the transactions contemplated hereby; and

(d) resolved to recommend that the WGBC Shareholders and WGBC Optionholders vote in favour of the WGBC Resolution.

Notice of such approvals, determinations and resolution shall, subject to the terms hereof, be included in the Information Circular, along with the WGBC Fairness Opinion setting forth that the consideration to be paid by Westleaf to the WGBC Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the WGBC Shareholders.

2.13 Recommendation of Westleaf Board of Directors

The Westleaf Board of Directors has unanimously (other than directors who must abstain or recuse themselves as required under the ABCA), after receiving legal and financial advice:

(a) determined that transactions contemplated by this Agreement are in the best interests of Westleaf and the Westleaf Shareholders;

(b) approved the Arrangement and the entering into of this Agreement, and the transactions contemplated hereby; and

(c) resolved to recommend that the Westleaf Shareholders vote in favour of the Westleaf Resolution.

Notice of such approvals, determinations and resolution shall, subject to the terms hereof, be included in the Information Circular, along with the Westleaf Fairness Opinion setting forth that the consideration to be paid by Westleaf for the acquisition of WGBC by Westleaf pursuant to the Arrangement, is fair, from a financial point of view, to Westleaf.

2.14 Voting and Support Agreements

(a) WGBC shall, concurrently with the signing of this Agreement, deliver to Westleaf: (i) the WGBC Voting and Support Agreements which have been executed by the directors and officers of WGBC and certain other WGBC Shareholders holding or exercising control or direction over not less than 20,773,825 WGBC Shares, representing not less than 30% of the outstanding WGBC Shares, and none of such WGBC Voting and Support Agreements shall have been breached in any material respects; and (ii) the Westleaf Voting and Support Agreement which have been executed by WGBC, and none of such Westleaf Voting and Support Agreements shall have been breached in any material respects.

(b) Westleaf shall, concurrently with the signing of this Agreement, deliver to WGBC: (i) the Westleaf Voting and Support Agreements which have been executed by the directors and officers of Westleaf and certain other Westleaf Shareholders holding or exercising control or direction over not less than 25,856,481 Westleaf Shares, representing not less than 18% of the outstanding Westleaf Shares, and none of such Westleaf Voting and Support Agreements shall have been breached in any material respects; and (ii) the WGBC Voting and Support Agreement which have been executed by Westleaf, and none of such WGBC Voting and Support Agreements shall have been breached in any material respects.

2.15 Employees of Westleaf

Employees of Westleaf shall each be entitled to be paid Westleaf Change of Control Payment as set forth across from such Westleaf executive or employee's name in the Westleaf Disclosure Letter. All Westleaf Change of Control Payments (including any Westleaf Change of Control Payments that may become due and payable by Westleaf within six month following the Effective Date), less all withholding taxes, are set forth in the Westleaf Disclosure Letter and will not exceed $900,000 in the aggregate. Westleaf shall use reasonable commercial efforts to obtain a full and final release from all non-executive employees of Westleaf in such form as is acceptable to WGBC, acting reasonably, if applicable.

2.16 Indemnities, Directors' and Officers' Insurance Regarding WGBC

(a) Westleaf agrees that it and WGBC and their respective successors shall not take any action to terminate or materially adversely affect, and will fulfill its obligations pursuant to, indemnities provided or available to or in favour of past and present officers and directors of WGBC pursuant to the provisions of the WGBC Governing Documents, applicable corporate legislation and any written indemnity agreements which have been entered into between WGBC and its current officers and directors effective on or prior to the date hereof.

(b) Prior to the Effective Date, WGBC shall be entitled to secure "run off" directors' and officers' liability insurance with a maximum cost of not more than $150,000 for the current officers and directors of WGBC covering claims made prior to or within 6 years after the Effective Date which has a scope and coverage no less advantageous in scope and coverage to that provided pursuant to WGBC's current directors' and officers' insurance policy and

Westleaf agrees to not take or permit any action to be taken by or on behalf of WGBC to terminate or adversely affect such directors' and officers' insurance.

2.17 Indemnities, Directors' and Officers' Insurance Regarding Westleaf

(a) Westleaf agrees that it and WGBC and their respective successors shall not take any action to terminate or materially adversely affect, and will fulfill its obligations pursuant to, indemnities provided or available to or in favour of past and present officers and directors of Westleaf pursuant to the provisions of the Westleaf Governing Documents, applicable corporate legislation and any written indemnity agreements which have been entered into between Westleaf and its current officers and directors effective on or prior to the date hereof.

(b) Prior to the Effective Date, Westleaf shall be entitled to secure "run off" directors' and officers' liability insurance with a maximum cost of not more than $150,000 for the current officers and directors of Westleaf covering claims made prior to or within 6 years after the Effective Date which has a scope and coverage no less advantageous in scope and coverage to that provided pursuant to Westleaf's current directors' and officers' insurance policy and WGBC agrees to not take or permit any action to be taken by or on behalf of Westleaf to terminate or adversely affect such directors' and officers' insurance.

ARTICLE 3
COVENANTS

3.1 Covenants of WGBC

WGBC covenants and agrees that, from the date of this Agreement until the earlier of the Effective Date or termination of this Agreement in accordance with Article 8, except with the prior written consent of Westleaf (such consent not to be unreasonably withheld, delayed or conditioned) and except as otherwise expressly permitted or specifically contemplated by this Agreement (including the WGBC Disclosure Letter) or required by Applicable Laws:

(a) WGBC shall conduct its business and shall cause each WGBC Subsidiary to conduct its business only in the usual and Ordinary Course in all material respects and in accordance with Applicable Laws, and shall consult with Westleaf in respect of its ongoing business and affairs and keep Westleaf apprised of all material developments relating thereto;

(b) without limiting the generality of Section 3.1(a), WGBC shall not directly or indirectly do or permit to occur any of the following:

(i) amend the WGBC Governing Documents;

(ii) declare, set aside or pay any dividend or other distribution or payment (whether in cash, shares or property) in respect of its outstanding shares without the consent of Westleaf;

(iii) issue, grant, sell or pledge or agree to issue, grant, sell or pledge any shares of WGBC or any WGBC Subsidiary, or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, shares of WGBC or any WGBC Subsidiary except in respect of the WGBC Financing or as set forth in the WGBC Disclosure Letter;

(iv) redeem, purchase or otherwise acquire any of its outstanding shares or other securities, except as permitted pursuant to the terms thereof and as permitted in accordance with the terms hereunder;

(v) amend the terms of any of its securities, including the WGBC Options;

(vi) split, combine or reclassify any of its securities;

(vii) adopt a plan of liquidation or resolutions providing for the liquidation, dissolution, merger, consolidation or reorganization of WGBC or a WGBC Subsidiary;

(viii) pursue any corporate acquisition or disposition, amalgamation, merger, arrangement or make any material change to the business, capital or affairs of WGBC or any WGBC Subsidiary except in respect of the WGBC Financing;

(ix) reduce the stated capital of any of the issued and outstanding WGBC Shares or any shares of any WGBC Subsidiary;

(x) except as set out in the WGBC Disclosure Letter, pay, discharge or satisfy any material claims, liabilities or obligations other than in the Ordinary Course;

(xi) except as set forth in the WGBC Disclosure Letter, terminate any employees;

(xii) take any action, refrain from taking any action, permit any action to be taken or not taken, inconsistent with this Agreement, which might directly or indirectly interfere with or affect the consummation of the Arrangement; or

(xiii) except as set out in the WGBC Disclosure Letter and except as in respect of the WGBC Financing, enter into or modify any Material Contract, agreement, commitment or arrangement with respect to any of the foregoing;

(c) without limiting the generality of Section 3.1(a), WGBC shall not, directly or indirectly, do or permit to occur any of the following:

(i) sell, pledge, lease, exclusively license, transfer, dispose of or encumber (other than a Permitted Encumbrance) any assets other than production in the Ordinary Course of WGBC's or any WGBC Subsidiary's business consistent with past practice;

(ii) expend, commit to expend or otherwise incur any liabilities, except to the extent such liabilities are incurred in the Ordinary Course of WGBC's or any WGBC Subsidiary's business consistent with past practice except as in respect of the WGBC Financing;

(iii) expend or commit to expend any amounts with respect to any capital expenses or operating expenses, except to the extent that such expenses are incurred in the Ordinary Course of WGBC's or any WGBC Subsidiary's business consistent with past practice;

(iv) reorganize, amalgamate, merge or otherwise combine WGBC or any WGBC Subsidiary with any other Person;

(v) acquire (by merger, amalgamation, consolidation or acquisition of shares or assets) any corporation, partnership or other business organization or division thereof, or make any investment therein either by purchase of shares or securities, contributions of capital or property transfer;

(vi) acquire or dispose of any assets, except to the extent such assets are acquired in the Ordinary Course of WGBC's or any WGBC Subsidiary's business consistent with past practice;

(vii) other than in respect of fees payable to legal, financial and other advisors which are included in the Transaction Costs, incur, extend, renew or replace any indebtedness for borrowed money, or any other material liability or obligation or issue any debt securities or assume, guarantee, endorse or otherwise become responsible for, the obligations of any other individual or Person, or make any loans or advances, any of which are not in the Ordinary Course and are in excess, in the aggregate, of $200,000;

(viii) pay, settle, discharge or satisfy any material claims, liabilities, litigation, lawsuits, arbitrations, proceedings or obligations other than as reflected or reserved against in the WGBC Financial Statements;

(ix) authorize, recommend or propose any release or relinquishment of any right under any Material Contract;

(x) except as set out in the WGBC Disclosure Letter, waive, release, grant or transfer any material rights of value or modify or change in any material respect any existing license, lease, Material Contract or other material document;

(xi) enter into or terminate any hedges, swaps or other financial instruments or like transactions;

(xii) except as set out in the WGBC Disclosure Letter, enter into any material consulting Contract or operating agreement that: (A) cannot be terminated on 30 days or less notice without penalty or (B) alone; or in the aggregate with any other consulting Contract or operating agreements, would create an obligation in excess of $100,000;

(xiii) enter into any Contract or transactions with any officer or director of WGBC, except as set forth in the WGBC Disclosure Letter; or

(xiv) authorize or propose any of the foregoing, or enter into or modify any Contract, agreement, commitment or arrangement to do any of the foregoing;

(d) WGBC will promptly provide to Westleaf, for review by Westleaf and its counsel, prior to filing or issuance of the same, any proposed public disclosure document relating to the Arrangement, including without limitation, any press release;

(e) except as set forth in the WGBC Disclosure Letter, WGBC shall not and shall not permit any WGBC Subsidiary to adopt or amend or make any contribution to any bonus, employee benefit plan, profit sharing, deferred compensation, insurance, incentive compensation, other compensation or other similar plan, agreement, stock purchase plan, fund or

arrangement for the benefit of employees, except as is necessary to comply with the law or with respect to existing provisions of any such plans, programs, arrangements or agreements;

(f) WGBC shall not and shall not permit any WGBC Subsidiary to: (i) grant any officer, director or employee an increase in compensation in any form; (ii) grant any general salary increase; (iii) take any action with respect to the amendment of any severance or termination pay policies or arrangements for any directors, officers or employees; (iv) adopt or amend (other than to permit accelerated vesting of currently outstanding rights) any stock option plan or the terms of any outstanding rights thereunder, as applicable; or (v) advance any loan to any officer, director or any other party not at arm's length;

(g) WGBC shall use its reasonable commercial efforts to cause its current material insurance (or material re-insurance) policies and those of each WGBC Subsidiary not to be cancelled or terminated or any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance or re-insurance companies of nationally recognized standing providing coverage equal to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect and shall pay all premiums in respect of such insurance policies that become due prior to the Effective Date;

(h) WGBC shall promptly notify Westleaf in writing of any material change (actual, anticipated, contemplated or, to the knowledge of WGBC threatened, financial or otherwise) in its business, operations, affairs, assets, capitalization, financial condition, licenses, permits, rights, privileges or liabilities, whether contractual or otherwise, of WGBC or any WGBC Subsidiary or of any change in any representation or warranty provided by WGBC in this Agreement which change is or may be of such a nature to render any representation or warranty misleading or untrue in any material respect and WGBC shall in good faith discuss with Westleaf any change in circumstances (actual, anticipated, contemplated, or to the knowledge of WGBC threatened) which is of such a nature that there may be a reasonable question as to whether notice need to be given to Westleaf pursuant to this provision;

(i) WGBC shall not take any action and shall not cause any WGBC Subsidiary to take any action that would render, or may reasonably be expected to render, any representation or warranty made by WGBC in this Agreement untrue in any material respect;

(j) WGBC shall forthwith carry out the terms of the Interim Order and the Final Order to the extent applicable to WGBC provided that nothing shall require WGBC to consent to any modification of this Agreement, the Arrangement or WGBC's obligations hereunder or thereunder;

(k) WGBC shall provide to Westleaf all such information respecting its operations and affairs and those of each WGBC Subsidiary as may be reasonably requested from time to time by Westleaf;

(l) WGBC shall and shall cause each WGBC Subsidiary to use its reasonable commercial efforts to preserve intact its business organizations and goodwill and to maintain satisfactory relationships with suppliers, distributors, customers and others having business relationships with it, unless such would not result in a Material Adverse Change;

(m) WGBC shall and shall cause each WGBC Subsidiary to use its reasonable commercial efforts to obtain and maintain the Third Party Approvals applicable to it and provide the same to Westleaf on or prior to the Effective Date;

(n) WGBC will provide Westleaf or Westleaf's counsel with all information and documentation reasonably requested in connection with obtaining the Third Party Approvals applicable to it;

(o) except for proxies and other non-substantive communications with third parties and communications to legal and other advisors of WGBC, WGBC will furnish promptly to Westleaf and its counsel: (i) a copy of each notice, report, schedule or other document delivered, filed or received by WGBC in connection with the Arrangement from any Governmental Authority or the WGBC Meeting; (ii) any filings under Applicable Laws in connection with the Arrangement, the WGBC Financing or the WGBC Meeting; and (iii) any documents related to dealings with Governmental Authorities in connection with the transactions contemplated herein;

(p) WGBC shall promptly advise Westleaf of the number of WGBC Shares for which WGBC receives notices of dissent or written objections to the Arrangement and provide Westleaf with copies of such notices and written objections, and subject to Applicable Laws, shall provide Westleaf with an opportunity to review and comment upon any written communications proposed to be sent by or on behalf of WGBC to any WGBC Shareholder exercising or purporting to exercise Dissent Rights in relation to the WGBC Resolution and reasonable consideration shall be given to any comments made by Westleaf and its counsel prior to sending any such written communications. WGBC shall not settle any claims with respect to Dissent Rights without the prior written consent of Westleaf (which consent may be withheld in Westleaf's sole and absolute discretion, acting reasonably);

(q) WGBC shall and shall cause each WGBC Subsidiary to:

(i) duly and on a timely basis file all Tax Returns required to be filed by it on or after the date hereof and on or prior to the Effective Date and all such Tax Returns will be true, complete and correct in all material respects;

(ii) timely pay all Taxes shown on such Tax Returns and make all required withholdings and remittances in respect of Taxes;

(iii) not make or rescind any material election relating to Taxes, or file any amended Tax Returns where the result of such action is inconsistent with past practice;

(iv) not make a request for a Tax ruling or enter into any agreement with any Governmental Authority with respect to a material amount of Taxes;

(v) not settle any claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to a material amount of Taxes;

(vi) not make any changes in financial or Tax accounting methods, principles, policies or practices, except as required by IFRS or under Applicable Laws; and

(vii) properly reserve (and reflect such reserves in its books and records and financial statements) in accordance with IFRS, for all Taxes accruing in respect of WGBC which are not due or payable prior to the Effective Date;

(r) WGBC shall not and shall not permit any WGBC Subsidiary to make any Tax filings outside the Ordinary Course;

(s) in respect of the WGBC Financing, WGBC shall take all such commercially reasonably efforts to expeditiously pursue the satisfaction of all conditions to the completion, and the closing of, the WGBC Financing; and

(t) in respect of the Westleaf Financing, to cooperate with Westleaf and use commercially reasonable efforts to assist Westleaf in the satisfaction of all conditions to the completion, and the closing of, the Westleaf Financing.

3.2 Covenants of Westleaf

Westleaf covenants and agrees that, from the date of this Agreement until the earlier of the Effective Date or termination of this Agreement in accordance with Article 8, except with the prior written consent of WGBC (such consent not to be unreasonably withheld, delayed or conditioned), and except as otherwise expressly permitted or specifically contemplated by this Agreement (including the Westleaf Disclosure Letter) or required by Applicable Laws:

(a) Westleaf shall conduct its business and shall cause each Westleaf Subsidiary to conduct its business only in the usual and Ordinary Course in all material respects and in accordance with Applicable Laws, and this Agreement and shall consult with WGBC in respect of its ongoing business and affairs and keep WGBC apprised of all material developments relating thereto;

(b) without limiting the generality of Section 3.1(b), Westleaf shall not directly or indirectly do or permit to occur any of the following:

(i) amend the Westleaf Governing Documents;

(ii) declare, set aside or pay any dividend or other distribution or payment (whether in cash, shares or property) in respect of its outstanding shares without the consent of WGBC;

(iii) issue, grant, sell or pledge or agree to issue, grant, sell or pledge any shares of Westleaf or any Westleaf Subsidiary, or securities convertible into or exchangeable or exercisable for, or otherwise evidencing a right to acquire, shares of Westleaf or any Westleaf Subsidiary, except as set forth in the Westleaf Disclosure Letter;

(iv) redeem, purchase or otherwise acquire any of its outstanding shares or other securities, except as permitted pursuant to the terms thereof and as permitted in accordance with the terms hereunder;

(v) other than with respect to the Westleaf Convertible Debentures, amend the terms of any of its securities;

(vi) split, combine or reclassify any of its securities;

(vii) except as set forth in the Westleaf Disclosure Letter, adopt a plan of liquidation or resolutions providing for the liquidation, dissolution, merger, consolidation or reorganization of Westleaf or any Westleaf Subsidiary;

(viii) pursue any corporate acquisition or disposition, amalgamation, merger, arrangement or make any material change to the business, capital or affairs of Westleaf, except in respect of the Westleaf Financing;

(ix) reduce the stated capital of any of the issued and outstanding Westleaf Shares or any shares of any Westleaf Subsidiary;

(x) pay, discharge or satisfy any material claims, liabilities or obligations other than in the Ordinary Course;

(xi) except as set forth in the Westleaf Disclosure Letter, terminate any employees;

(xii) take any action, refrain from taking any action, permit any action to be taken or not taken, inconsistent with this Agreement, which might directly or indirectly interfere with or affect the consummation of the Arrangement; or

(xiii) except as in respect of the Westleaf Financing, enter into or modify any Material Contract, agreement, commitment or arrangement with respect to any of the foregoing;

(c) without limiting the generality of Section 3.1(b), Westleaf shall not, directly or indirectly, do or permit to occur any of the following:

(i) except as set forth in the Westleaf Disclosure Letter or in respect of the Westleaf Financing, sell, pledge, lease, exclusively license, transfer, dispose of or encumber (other than a Permitted Encumbrance) any assets other than production in the Ordinary Course of Westleaf's or any Westleaf Subsidiary's business consistent with past practice;

(ii) except in respect of the Westleaf Disclosure Letter or the Westleaf Financing, expend, commit to expend or otherwise incur any liabilities, except to the extent such liabilities are incurred in the Ordinary Course of Westleaf's or any Westleaf Subsidiary's business consistent with past practice;

(iii) expend or commit to expend any amounts with respect to any capital expenses or operating expenses, except to the extent that such expenses are incurred in the Ordinary Course of Westleaf's or any Westleaf Subsidiary's business consistent with past practice;

(iv) reorganize, amalgamate, merge or otherwise combine Westleaf or any Westleaf Subsidiary with any other Person;

(v) except as set forth in the Westleaf Disclosure Letter, acquire (by merger, amalgamation, consolidation or acquisition of shares or assets) any corporation, partnership or other business organization or division thereof, or make any investment therein either by purchase of shares or securities, contributions of capital or property transfer;

(vi) acquire or dispose of any assets, except to the extent such assets are acquired in the Ordinary Course of Westleaf's or any Westleaf Subsidiary's business consistent with past practice;

(vii) other than in respect of fees payable to legal, financial and other advisors which are included in the Transaction Costs or in respect of the Westleaf Financing, incur, extend, renew or replace any indebtedness for borrowed money, or any other material liability or obligation or issue any debt securities or assume, guarantee, endorse or otherwise become responsible for, the obligations of any other individual or Person, or make any loans or advances, any of which are in excess, in the aggregate, of $200,000;

(viii) pay, settle, discharge or satisfy any material claims, liabilities, litigation, lawsuits, arbitrations, proceedings or obligations other than as reflected or reserved against in the Westleaf Financial Statements;

(ix) authorize, recommend or propose any release or relinquishment of any right under any Material Contract;

(x) except as set forth in the Westleaf Disclosure Letter, waive, release, grant or transfer any material rights of value or modify or change in any material respect any existing license, lease, Material Contract or other material document;

(xi) except as set forth in the Westleaf Disclosure Letter, enter into or terminate any hedges, swaps or other financial instruments or like transactions;

(xii) except as set forth in the Westleaf Disclosure Letter, enter into any material consulting Contract or operating agreement that: (A) cannot be terminated on 30 days or less notice without penalty or (B) alone; or in the aggregate with any other consulting Contract or operating agreements, would create an obligation in excess of $100,000;

(xiii) except as set forth in the Westleaf Disclosure Letter, enter into any Contract or transactions with any officer or director of Westleaf; or

(xiv) authorize or propose any of the foregoing, or enter into or modify any Contract, agreement, commitment or arrangement to do any of the foregoing;

(d) Westleaf will promptly provide to WGBC, for review by WGBC and its counsel, prior to filing or issuance of the same, any proposed public disclosure document relating to the Arrangement, including without limitation, any press release or material change report, subject to Westleaf's obligations under Applicable Laws to make timely disclosure of material information, and WGBC agrees to keep such information confidential until same is filed as part of the Westleaf Public Record;

(e) Westleaf shall not and shall not permit any Westleaf Subsidiary to adopt or amend or make any contribution to any bonus, employee benefit plan, profit sharing, deferred compensation, insurance, incentive compensation, other compensation or other similar plan, agreement, stock purchase plan, fund or arrangement for the benefit of employees, except as is necessary to comply with the law or with respect to existing provisions of any such plans, programs, arrangements or agreements;

(f) Westleaf shall not and shall not permit any Westleaf Subsidiary to: (i) grant any officer, director or employee an increase in compensation in any form; (ii) grant any general salary increase; (iii) take any action with respect to the amendment of any severance or termination pay policies or arrangements for any directors, officers or employees; (iv) adopt or amend (other than to permit accelerated vesting of currently outstanding rights) any stock option plan or the terms of any outstanding rights thereunder, as applicable; or (v) advance any loan to any officer, director or any other party not at arm's length;

(g) Westleaf shall use its reasonable commercial efforts to cause its current material insurance (or material re-insurance) policies and those of each Westleaf Subsidiary not to be cancelled or terminated or any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance or re-insurance companies of nationally recognized standing providing coverage equal to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect and shall pay all premiums in respect of such insurance policies that become due prior to the Effective Date;

(h) Westleaf shall promptly notify WGBC in writing of any material change (actual, anticipated, contemplated or, to the knowledge of WGBC threatened, financial or otherwise) in its business, operations, affairs, assets, capitalization, financial condition, licenses, permits, rights, privileges or liabilities, whether contractual or otherwise, of Westleaf or any Westleaf Subsidiary or of any change in any representation or warranty provided by Westleaf in this Agreement which change is or may be of such a nature to render any representation or warranty misleading or untrue in any material respect and Westleaf shall in good faith discuss with WGBC any change in circumstances (actual, anticipated, contemplated, or to the knowledge of WGBC threatened) which is of such a nature that there may be a reasonable question as to whether notice need to be given to WGBC pursuant to this provision;

(i) Westleaf shall not take any action nor permit any WGBC Subsidiary to take any action, that would render, or may reasonably be expected to render, any representation or warranty made by Westleaf in this Agreement untrue in any material respect;

(j) Westleaf shall provide to WGBC all such information respecting its operations and affairs and those of each Westleaf Subsidiary as may be reasonably requested from time to time by WGBC;

(k) Westleaf shall and shall cause each Westleaf Subsidiary to use its reasonable commercial efforts to preserve intact its business organizations and goodwill and to maintain satisfactory relationships with suppliers, distributors, customers and others having business relationships with it, unless such would not result in a Material Adverse Change;

(l) Westleaf shall and shall cause each Westleaf Subsidiary to use its reasonable commercial efforts to obtain and maintain the Third Party Approvals applicable to it and provide the same to WGBC on or prior to the Effective Date;

(m) Westleaf shall use its reasonable commercial efforts to obtain the Required Consents applicable to it, or any amendments thereto removing the requirement for consent, and provide the same to WGBC on or prior to the Effective Date;

(n) Westleaf will provide WGBC or WGBC's counsel with all information and documentation reasonably requested in connection with obtaining the Third Party Approvals and Required Consents applicable to it;

(o) except for proxies and other non-substantive communications with third parties and communications to legal and other advisors of Westleaf, Westleaf will furnish promptly to WGBC and its counsel: (i) a copy of each notice, report, schedule or other document delivered, filed or received by Westleaf in connection with the Arrangement from any Governmental Authority or the Westleaf Meeting; (ii) any filings under Applicable Laws in connection with the Arrangement or the Westleaf Meeting; and (iii) any documents related to dealings with Governmental Authorities in connection with the transactions contemplated herein;

(p) Westleaf shall and shall cause each Westleaf Subsidiary to:

(i) duly and on a timely basis file all Tax Returns required to be filed by it on or after the date hereof and on or prior to the Effective Date and all such Tax Returns will be true, complete and correct in all material respects;

(ii) timely pay all Taxes shown on such Tax Returns and make all required withholdings and remittances in respect of Taxes;

(iii) not make or rescind any material election relating to Taxes, or file any amended Tax Returns where the result of such action is inconsistent with past practice;

(iv) not make a request for a Tax ruling or enter into any agreement with any Governmental Authority with respect to a material amount of Taxes;

(v) not settle any claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to a material amount of Taxes;

(vi) not make any changes in financial or Tax accounting methods, principles, policies or practices, except as required by IFRS or under Applicable Laws; and

(vii) properly reserve (and reflect such reserves in its books and records and financial statements) in accordance with IFRS, for all Taxes accruing in respect of Westleaf which are not due or payable prior to the Effective Date;

(q) Westleaf shall not and shall not permit any Westleaf Subsidiary to make any Tax filings outside the Ordinary Course;

(r) in respect of the Westleaf Financing, Westleaf shall take all such commercially reasonably efforts to expeditiously pursue the satisfaction of all conditions to the completion, and the closing of, the Westleaf Financing;

(s) in respect of the WGBC Financing, to cooperate with WGBC and use commercially reasonable efforts to assist WGBC in the satisfaction of all conditions to the completion, and the closing of, the WGBC Financing; and

(t) Westleaf shall use commercially reasonable efforts to obtain the listing of the Westleaf Shares issuable pursuant to the Arrangement on the TSXV as of the Effective Date.

3.3 Mutual Covenants Regarding the Arrangement

From the date of this Agreement until the earlier of the Effective Date or the termination of this Agreement, each of WGBC and Westleaf will, and will cause each WGBC Subsidiary and each Westleaf Subsidiary to, as applicable, use its reasonable commercial efforts to: (i) satisfy (or cause the satisfaction of) the conditions precedent set out in Section 5.1, 5.2 and 5.3 to its obligations hereunder; (ii) not take, or cause to be taken, any action or cause anything to be done that would cause such obligations not to be fulfilled in a timely manner; and (iii) take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under Applicable Laws to complete the Arrangement, including using reasonable commercial efforts:

(a) to obtain and maintain all necessary consents, assignments, waivers and amendments to or terminations of any agreements and take such measures as may be appropriate to fulfill its obligations hereunder and to carry out the transactions contemplated hereby;

(b) to take all steps set forth in the Interim Order and Final Order applicable to it and comply promptly with all requirements imposed by Applicable Laws with respect to this Agreement or the Arrangement;

(c) to effect all necessary registrations, filings, applications and submissions of information requested by Governmental Authorities required to be effected by it in connection with the Arrangement;

(d) to oppose, lift or rescind any injunction or restraining or other order seeking to stop, or otherwise adversely affecting its ability to consummate the Arrangement and to defend, or cause to be defended, any proceedings to which it is a party or brought against it or its directors or officers challenging this Agreement or the consummation of the transactions contemplated hereby; and

(e) to reasonably cooperate with the Other Party and their tax advisors in structuring the Arrangement in a tax effective manner, and assist the Other Party and their tax advisors in making such investigations and inquiries with respect to such Party in that regard, as the Other Party and their tax advisors shall consider necessary, acting reasonably, provided that such Party shall not be obligated to consent or agree to any structuring that has the effect of reducing the consideration to be received under the Arrangement.

Each of WGBC and Westleaf will use its reasonable commercial efforts to cooperate with the other in connection with the performance by the other of their obligations under this Section 3.3 and this Agreement including, without limitation, continuing to provide reasonable access to information and to maintain ongoing communications as between officers of WGBC and Westleaf, subject in all cases to the Confidentiality Agreement.

3.4 Covenants Regarding Non-Solicitation

(a) Each Party shall each immediately cease and cause to be terminated all existing discussions and negotiations (including, without limitation, through any officers, directors, employees, representatives, agents, advisors of such Party or such Party's subsidiaries, or other parties on its behalf (collectively, "**Representatives**")), with any parties (other than pursuant to this Agreement) with respect to any proposal that constitutes, or may reasonably be expected to constitute or lead to an Acquisition Proposal, it being acknowledged and agreed that the Party may communicate with any Person for purposes of advising such Person of

the restrictions in this Agreement and advising such Person that their Acquisition Proposal does not constitute a Superior Proposal or is not reasonably expected to constitute or lead to a Superior Proposal. Neither WGBC or Westleaf shall amend, modify, waive, release or otherwise forebear in the enforcement of, and shall use all commercially reasonable efforts to enforce, any confidentiality, non-solicitation or standstill or similar agreements or provisions to which it and any third parties are parties. WGBC and Westleaf shall discontinue access to any of its Confidential Information (and not establish or allow access to any of its Confidential Information, or any data room, virtual or otherwise) and shall as soon as possible request, to the extent that it is entitled to do so, and exercise all rights it has to require, the return or destruction of all Confidential Information provided to any third parties who have entered into a confidentiality or similar agreement with WGBC or Westleaf relating to an Acquisition Proposal and shall request (and exercise all rights to require) the destruction of all material including or incorporating or otherwise reflecting any material Confidential Information regarding it and shall use all reasonable commercial efforts to ensure that such requests are honoured. Without limiting the foregoing, it is understood that any violation of the restrictions set forth in this Section 3.4(a) by WGBC or its Representatives shall be deemed to be a breach of this Section 3.4(a) by WGBC and any violation of the restrictions set forth in this Section 3.4(a) by Westleaf or its Representatives shall be deemed to be a breach of this Section 3.4(a) by Westleaf.

(b) Except as expressly provided in this Section 3.4, neither WGBC or Westleaf shall, directly or indirectly, do or authorize or permit any of its Representatives to do, any of the following:

(i) solicit, assist, initiate, encourage or in any way facilitate (including by way of furnishing information, or entering into any form of written or oral agreement, arrangement or understanding), the making of any proposal or offer that constitutes or may constitute an Acquisition Proposal or inquiries, proposals or offers regarding an Acquisition Proposal;

(ii) enter into or participate in any discussions or negotiations regarding an Acquisition Proposal, or furnish to any other Person any information, including with respect to its businesses, properties, assets, liabilities, operations, prospects or condition (financial or otherwise), in connection with an Acquisition Proposal or otherwise cooperate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt of any other Person to do or seek to do any of the foregoing, it being acknowledged and agreed that the Party may communicate with any Person for purposes of advising such Person of the restrictions in this Agreement and advising such Person that their Acquisition Proposal does not constitute a Superior Proposal or is not reasonably expected to constitute or lead to a Superior Proposal;

(iii) waive, or otherwise forbear in the enforcement of, or enter into or participate in any discussions, negotiations or agreements to waive or otherwise forbear in respect of, any rights or other benefits under Confidential Information agreements relating to an Acquisition Proposal, including, without limitation, any “standstill” or similar provisions thereunder (it being acknowledged and agreed that the automatic termination of any standstill provision of any such agreement as a result of entering into and the announcement of this Agreement by the Parties pursuant to the express terms of any such agreement, shall not be in violation of this Section 3.4(b));

(iv) make a Change in Recommendation;

(v) accept, recommend, approve, agree to or endorse, or propose publicly to accept, recommend, approve, agree to or endorse, any Acquisition Proposal or agreement, understanding or arrangement in relation thereto (it being understood that publicly taking no position or a neutral position with respect to an Acquisition Proposal for a period of no more than five (5) Business Days following the formal announcement of such Acquisition Proposal will not be considered to be in violation of this Section 3.4 provided the board of directors of the applicable Party has affirmed the recommendations set forth in Section 2.12(d) or 2.13(d), as applicable, by or before the end of such five (5) Business Day period); or

(vi) withdraw or modify the approval of the WGBC Board of Directors or the Westleaf Board of Directors, as applicable, of the Arrangement,

provided, however, that notwithstanding any other provision hereof, WGBC and its respective officers, directors and advisers may, prior to obtaining approval of the WGBC Resolution at the WGBC Meeting from the WGBC Shareholders and WGBC Optionholders, and Westleaf and its respective officers, directors and advisers may, prior to obtaining approval of the Westleaf Resolution by the Westleaf Shareholders at the Westleaf Meeting:

(vii) enter into or participate in any discussions or negotiations with a third party who (without any solicitation, initiation or encouragement, directly or indirectly, after the date hereof, by it or any of its Representatives) seeks to initiate such discussions or negotiations with WGBC or Westleaf, as applicable, provided that such discussions or negotiations did not result from or are not connected to a breach of this Section 3.4, and subject to execution of a confidentiality and standstill agreement substantially similar to the Confidentiality Agreement (provided that such confidentiality agreement shall provide for disclosure thereof (along with all information provided thereunder) to Westleaf or WGBC, as applicable, as set forth below), WGBC or Westleaf, as applicable, may furnish to such third party information concerning it and its business, properties and assets, in each case if, and only to the extent that:

(A) the third party has first made a Superior Proposal or an Acquisition Proposal that would reasonably be likely to, if consummated with its terms (but not assuming away any risk of non-completion) result in a Superior Proposal; and

(B) prior to furnishing such information to or entering into or participating in any such discussions or negotiations with such third party, a Party provides prompt notice to the Other Party to the effect that it is furnishing information to or entering into or participating in discussions or negotiations with such Person together with a copy of the confidentiality agreement referenced above and, if not previously provided to Other Party, copies of all information provided to such third party concurrently with the provision of such information to such third party, and provided further that it shall notify Other Party orally and in writing of any inquiries, offers or proposals relating to or constituting an Acquisition Proposal (which written notice shall include, without limitation, a copy of any such

proposal (and any amendments or supplements thereto), the material terms and conditions of the Acquisition Proposal, the identity of the Person making it, if not previously provided to Other Party copies of all information provided to such Party, any material correspondence with respect thereto, and all other information reasonably requested by Other Party) within 24 hours of the receipt thereof, and shall keep Other Party informed of the status and details of any such inquiry, offer or proposal and answer the respective questions of Other Party with respect thereto on a timely basis.

(c) A Party shall promptly (and in any event within 48 hours of the receipt thereof) notify the Other Party (at first orally and then in writing) of any Acquisition Proposal (or any amendment thereto) or any request for non-public information relating to it or its business, properties or assets. Such notice shall include a copy of any written Acquisition Proposal (and any amendment thereto) which has been received or, if no written Acquisition Proposal has been received, a description of the material terms and conditions of, and the identity of the Person making any inquiry, proposal, offer or request. A Party shall also provide such further and other details of the Acquisition Proposal or any amendment thereto as the Other Party may reasonably request. A Party shall keep the Other Party promptly and fully informed of the status, including any change to material terms, of any Acquisition Proposal or any amendment thereto, shall respond promptly to all inquiries by the Other Party, with respect thereto, and shall provide the Other Party copies of all material correspondence and other written material sent to or provided to it by any Person in connection with such inquiry, proposal, offer or request or sent or provided by it to any Person in connection with such inquiry, proposal, offer or request.

(d) The board of directors of a Party may approve, recommend or enter into a definitive agreement with respect to such Superior Proposal, if and only if:

(i) the WGBC Board of Directors or the Westleaf Board of Directors, as applicable, shall have concluded in good faith, after considering all proposals to adjust the terms and conditions of this Agreement as contemplated in Section 3.4(e) and after receiving the advice of outside counsel as reflected in minutes of the WGBC Board of Directors or the Westleaf Board of Directors, as applicable, that the taking of such action is necessary for such board of directors in discharge of its fiduciary duties under Applicable Laws;

(ii) the Person making such Superior Proposal is not restricted from making such Superior Proposal pursuant to an existing confidentiality, standstill, non-disclosure, use, business purpose or similar restriction with the Party or its subsidiaries;

(iii) the Party has been, and continues to be, in compliance with its obligations under this Section 3.4;

(iv) it delivers to the Other Party in writing any decision by the WGBC Board of Directors or the Westleaf Board of Directors, as applicable, to accept, recommend, approve or enter into an agreement to implement a Superior Proposal (the "**Superior Proposal Notice**"), which Superior Proposal Notice shall:

(A) set forth the WGBC Board of Directors or the Westleaf Board of Directors, as applicable, reasonable determination (which determination has been concluded in consultation with the Party's financial advisors) of the financial value of the consideration offered by such third party to WGBC Shareholders or the Westleaf Shareholders, as applicable, under such Superior Proposal;

(B) confirm that the WGBC Board of Directors or the Westleaf Board of Directors, as applicable, has determined that such Acquisition Proposal constitutes a Superior Proposal; and

(C) identify the third party making the Superior Proposal and include a copy thereof and any amendments thereto;

(v) during the period of five (5) Business Days commencing on the delivery of such notice (the "**Matching Period**"), the Party does not accept, recommend, approve or enter into any agreement to implement such Superior Proposal and does not release the third party making the Superior Proposal from any standstill provisions and does not withdraw, redefine, modify or make a Change in Recommendation in respect of the Arrangement;

(vi) the Party or its Representatives have provided to the Other Party a copy of any proposed definitive agreement for the Superior Proposal;

(vii) after the Matching Period, the board of directors of the Party has determined in good faith, after consultation with its legal counsel and financial advisors, that such Acquisition Proposal continues to constitute a Superior Proposal (and, if applicable, compared to the terms of the Arrangement as proposed to be amended by the Other Party under Section 3.4(e)); and

(viii) prior to or concurrently with making a Change in Recommendation or entering into a definitive agreement for a Superior Proposal, the Party receiving the Superior Proposal shall terminate this Agreement in accordance with Section 8.1(a)(iv) or 8.1(a)(vi), as applicable, and concurrently therewith pays the WGBC Termination Fee to WGBC or the Westleaf Termination Fee to Westleaf, as applicable.

(e) During the Matching Period the Party receiving a Superior Proposal will, in consultation with its financial and legal advisors to, negotiate in good faith with the Other Party and its financial and legal advisors to make such adjustments in the terms and conditions of this Agreement and the Arrangement as would enable it to proceed with the Arrangement as amended rather than the Superior Proposal. In the event the Other Party proposes to amend this Agreement and the Arrangement such that the Superior Proposal ceases to be a Superior Proposal and so advises the applicable board of directors prior to the expiry of the Matching Period, the WGBC Board of Directors or the Westleaf Board of Directors, as applicable, shall advise the Other Party of such and shall not accept, recommend, approve or enter into any agreement to implement such Superior Proposal, shall not release the Party making the Superior Proposal from any standstill provisions and shall not withdraw, redefine, modify or change its recommendation in respect of the Arrangement. Each successive amendment to any Superior Proposal that results in an increase in, or modification of, the consideration (or value of such consideration) to be received by the

WGBC Shareholders or the Westleaf Shareholders, as applicable, pursuant thereto shall constitute a new Superior Proposal for the purposes hereof and a new Matching Period shall commence.

(f) A Party that received a Superior Proposal shall reaffirm its recommendation of the Arrangement by press release promptly and in any event within 5 Business Days of any written request to do so by the Other Party (or, in the event the WGBC Meeting or the Westleaf Meeting, as applicable, to approve the Arrangement is scheduled to occur within such period, prior to the date of such meeting) in the event that: (i) any Acquisition Proposal which is publicly announced is determined not to be a Superior Proposal; or (ii) the Parties have entered into an amended agreement pursuant to Section 3.4(d) which results in any Acquisition Proposal not being a Superior Proposal.

(g) If a Party provides a Superior Proposal Notice to the Other Party after a date that is less than five (5) Business Days before the Westleaf Meeting or WGBC Meeting, as applicable, the Party providing the Superior Proposal Notice shall, upon request from the Other Party, postpone the Westleaf Meeting or WGBC Meeting, as applicable, to a date determined by the Other Party that is not more than fifteen (15) Business Days after the scheduled date of the applicable meeting (and, in any event, prior to the Outside Date).

(h) Nothing contained in this Agreement shall prevent the Westleaf Board of Directors or the WGBC Board of Directors from complying with Section 2.17 of *National Instrument 62-104 - Takeover Bids and Issuer Bids* and similar provisions under Applicable Canadian Securities Laws relating to the provision of a directors' circular in respect of an Acquisition Proposal that is not a Superior Proposal.

(i) Each of WGBC and Westleaf agree that all information that may be provided to Westleaf by WGBC or WGBC by Westleaf, as applicable, with respect to any Acquisition Proposal pursuant to this Section 3.4 shall be treated as if it were "**Confidential Information**" as that term is defined in the Confidentiality Agreement and shall not be disclosed or used except in accordance with the provisions of the Confidentiality Agreement or in order to enforce its rights under this Agreement in legal proceedings.

(j) Each of WGBC and Westleaf shall ensure that their Representatives are aware of the provisions of this Section 3.4 and shall be responsible for any breach of this Section 3.4 by any of them.

3.5 Provision of Information; Access

Until the Effective Date or termination of this Agreement:

(a) WGBC shall provide Westleaf and its Representatives access, during normal business hours and at such other time or times as Westleaf may reasonably request, to its premises (including field offices and sites), books, Contracts, records, computer systems, properties, employees and management personnel and shall furnish to Westleaf all information concerning its business, properties and personnel as Westleaf may reasonably request, which information shall remain subject to the Confidentiality Agreement, in order to permit Westleaf to be in a position to expeditiously and efficiently integrate the business and operations of WGBC immediately upon but not prior to the Effective Date and shall provide Westleaf and its Representatives with such information as to permit Westleaf to review and satisfy itself of the condition in Section 5.3(h) hereof. Without limitation,

WGBC agrees to keep Westleaf fully appraised in a timely manner of every circumstance, action, occurrence or event occurring or arising after the date hereof that would be relevant and material to a prudent operator of the business and operations of WGBC. WGBC shall confer with and obtain Westleaf's approval (not to be unreasonably withheld or delayed) prior to taking action (other than in emergency situations) with respect to any material operational matters involved in its business and Westleaf representatives may attend at and participate in all weekly operations meetings held by WGBC.

(b) Westleaf shall provide WGBC and its Representatives access, during normal business hours and at such other time or times as WGBC may reasonably request, to its premises (including field offices and sites), books, Contracts, records, computer systems, properties, employees and management personnel and shall furnish to WGBC all information concerning its business, properties and personnel as WGBC may reasonably request, which information shall remain subject to the Confidentiality Agreement, in order to permit WGBC to be in a position to expeditiously and efficiently integrate the business and operations of Westleaf immediately upon but not prior to the Effective Date. Without limitation, Westleaf agrees to keep WGBC fully appraised in a timely manner of every circumstance, action, occurrence or event occurring or arising after the date hereof that would be relevant and material to a prudent operator of the business and operations of Westleaf. Westleaf shall confer with and obtain WGBC's approval (not to be unreasonably withheld or delayed) prior to taking action (other than in emergency situations) with respect to any material operational matters involved in its business and WGBC and its Representatives may attend at and participate in all weekly operations meetings held by Westleaf.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of WGBC

WGBC represents and warrants to and in favour of Westleaf and acknowledges that Westleaf is relying upon such representations and warranties in connection with the matters contemplated by this Agreement and the consummation of the Arrangement:

(a) Organization and Qualification: WGBC and each WGBC Subsidiary have been duly incorporated and are validly subsisting under the Applicable Laws of their jurisdictions of formation and have the requisite power and authority to own their assets and properties as now owned and to carry on their business as now conducted. WGBC and each WGBC Subsidiary are duly registered and authorized to conduct their affairs and do business and each are in good standing in each jurisdiction in which the character of their assets and properties, owned, leased, licensed or otherwise held, or the nature of their activities makes such registration or authorization necessary.

(b) Authority Relative to this Agreement: WGBC has the requisite corporate power and authority to execute this Agreement and to carry out its obligations hereunder, subject to obtaining the Interim Order, the Final Order and passing of the WGBC Resolution. The execution and delivery of this Agreement and the consummation by WGBC of the transactions contemplated by the Arrangement has been duly authorized by the WGBC Board of Directors and, subject to obtaining the Interim Order, the Final Order and the requisite approval of the WGBC Shareholders and WGBC Optionholders, no other proceedings on the part of WGBC are necessary to authorize this Agreement or the

Arrangement. This Agreement has been duly executed and delivered by WGBC and constitutes a legal, valid and binding obligation of WGBC enforceable against it in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other Applicable Laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary and may not be ordered.

(c) Subsidiaries: Other than 1070582 B.C. Ltd. ("**582**"), which is wholly-owned by WGBC, and R. Spetifore and Sons, which is wholly owned by 582, (the "**WGBC Subsidiaries**" and each, a "**WGBC Subsidiary**"), WGBC has no subsidiaries.

(d) Restriction on Shares: There are no rights of first refusal and similar rights restricting transfer of the WGBC Shares contained in shareholders, partnership, joint venture or similar agreements or pursuant to existing financing arrangements and there are no outstanding contractual or other obligations of WGBC to repurchase, redeem or otherwise acquire any of its securities or with respect to the voting or disposition of any of its outstanding securities.

(e) No Violations: Except as contemplated by this Agreement and any filings or approvals required by the Interim Order or the Final Order:

(i) neither the execution and delivery of this Agreement by WGBC nor the consummation of the transactions contemplated by the Arrangement nor compliance by WGBC with any of the provisions hereof will:

(A) except as set forth in the WGBC Disclosure Letter, violate, conflict with, or result in a breach of any provision of, require any consent, approval or notice under, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) or result in a right of termination or acceleration under, or result in the creation of any Encumbrance upon any of the properties or assets of WGBC or any WGBC Subsidiary or cause any indebtedness to come due before its stated maturity or cause any credit to cease to be available, under any of the terms, conditions or provisions of: (1) the WGBC Governing Documents; or (2) any note, bond, mortgage, indenture, loan agreement, deed of trust agreement, lien, Contract or other instrument or obligation to which WGBC or a WGBC Subsidiary is a party or to which it, or any of its properties or assets, may be subject or by which WGBC or any WGBC Subsidiary is bound, in a manner that would be reasonably expected to have a Material Adverse Effect;

(B) subject to compliance with applicable statutes and regulations and stock exchange rules, violate any judgment, ruling, order, writ, injunction, determination, award, decree, statute, ordinance, rule or regulation applicable to WGBC, any WGBC Subsidiary or any of their properties or assets; or

(C) cause the suspension or revocation of any authorization, consent, approval or license of WGBC or any WGBC Subsidiary currently in effect; and

(ii) other than in connection with or in compliance with the provisions of Applicable Laws in relation to the completion of the Arrangement or which are required to be fulfilled post-Arrangement, and except for the Third Party Approvals:

(A) there is no legal impediment to WGBC's consummation of the Arrangement; and

(B) except as set out in the WGBC Disclosure Letter, no filing or registration with, or authorization, consent or approval of, any domestic or foreign public body or authority is required of WGBC in connection with the consummation of the Arrangement, except for such filings or registrations which, if not made, or for such authorizations, consents or approvals which, if not received, would not, individually or in the aggregate, have a Material Adverse Effect on WGBC or significantly impede the ability of WGBC to consummate the Arrangement.

(f) Litigation: There are no claims, actions, suits, proceedings, investigations, arbitrations, audits, grievances, assessments or reassessments in existence or pending or, to the knowledge of WGBC, threatened or for which there is a reasonable basis, affecting or that would reasonably be expected to affect WGBC or any WGBC Subsidiary or affecting or that would reasonably be expected to affect any of its properties or assets at law or in equity or before or by any court or Governmental Authority which claim, action, suit, proceeding, investigation, arbitration, audit, grievance, assessment or reassessment involves a possibility of any judgment against or liability of WGBC or any WGBC Subsidiary.

(g) Taxes, etc.:

(i) All Tax Returns required to be filed by or on behalf of WGBC and each WGBC Subsidiary have been duly filed on a timely basis, except as set out in the WGBC Disclosure Letter, and, to the knowledge of WGBC, all such Tax Returns are true, complete and correct in all material respects. All Taxes shown to be payable on such Tax Returns or on subsequent assessments with respect thereto have been paid in full on a timely basis, and no other material Taxes are payable by WGBC or any WGBC Subsidiary with respect to items or periods covered by such Tax Returns.

(ii) There are no assessments or reassessments of any Taxes that have been issued and are outstanding, or pursuant to which there are any amounts owing. No Governmental Authority has challenged or disputed WGBC or any WGBC Subsidiary in respect of Taxes or of any returns, filings or other reports filed under any statute providing for Taxes. None of WGBC or any WGBC Subsidiary are negotiating any draft assessment or reassessment with any Governmental Authority. None of WGBC or any WGBC Subsidiary are aware of any contingent liabilities for a material amount of Taxes or any grounds for an assessment or reassessment with respect thereto including, without limitation, aggressive treatment of income, expenses, credits or other claims for deduction under any return or notice other than as disclosed in the WGBC Financial Statements. None of WGBC or any WGBC Subsidiary have received any indication from any Governmental Authority that an assessment or reassessment is proposed in respect of any Taxes, regardless of its merits. None of WGBC or any WGBC Subsidiary have executed or filed with any Governmental Authority any agreement extending

the period for the filing of any Tax Returns or for the assessment, reassessment or collection of any Taxes. None of WGBC or any WGBC Subsidiary have requested, or entered into any agreement or other arrangement, or executed any waiver providing for, any extension of time within which: (i) to file any Tax Return for which it is or may be liable; (ii) to file any elections, designations or similar documents or instruments relating to Taxes for which it is or may be liable; (iii) it is required to pay or remit any Taxes or amounts on account thereof; or (iv) any Governmental Authority may assess, reassess or collect Taxes for which either it is or may be liable.

(iii) WGBC and each WGBC Subsidiary have paid or has withheld and remitted to the appropriate Governmental Authority all Taxes, including any instalments or prepayments of Taxes, that are due and payable whether or not shown as being due on any Tax Return, or, where payment is not yet due, WGBC and each WGBC Subsidiary, as applicable, have established adequate accruals in conformity with IFRS in the WGBC Financial Statements for the period covered by such financial statements for any Taxes, including income taxes and related future taxes, if applicable, that have not been paid, whether or not shown as being due on any Tax Return. WGBC and each WGBC Subsidiary have made adequate provision or disclosure in their books and records for any Taxes accruing in respect of any period subsequent to the period covered by such financial statements, whether or not shown as being due on any Tax Return.

(iv) WGBC has made available to Westleaf true and complete copies of: (A) income tax audit reports, statement of deficiencies, closing or other agreements received by WGBC and each WGBC Subsidiary relating to the Taxes for any taxable period; and (B) all Tax Returns for WGBC and each WGBC Subsidiary for all taxable periods.

(v) No material deficiencies exist or have been asserted by any Governmental Authority with respect to Taxes of WGBC or any WGBC Subsidiary that have not yet been settled.

(vi) None of WGBC or any WGBC Subsidiary are a party to any tax sharing, tax indemnity or tax allocation agreement or arrangement and none of WGBC or any WGBC Subsidiary have, or could have, any material liabilities or obligations in respect of Taxes under any such tax sharing, tax indemnity or tax allocation agreement. No material liability (or reasonable claim of material liability) of WGBC shall arise under any tax sharing, tax indemnity or tax allocation agreement or arrangement or as a result of this transaction.

(vii) None of WGBC or any WGBC Subsidiary have claimed nor will claim in any Tax Return for any taxation year ending on or before the Effective Date any reserve (including, without limitation, any reserve under paragraph 20(1)(m) or 20(1)(n) or subparagraph 40(1)(a)(iii) of the Tax Act or any analogous provision under the legislation of any province or other jurisdiction) of any amount which could be included in the income of WGBC or any WGBC Subsidiary for any period ending after the Effective Date.

(viii) No facts, circumstances or events exist or have existed that have resulted in or may result in the application of any of Sections 79 to 80.04 of the Tax Act to WGBC or any WGBC Subsidiary.

(ix) None of WGBC or any WGBC Subsidiary are subject to liability for Taxes of any other Person. None of WGBC or any WGBC Subsidiary have acquired property from any Person in circumstances where WGBC or such WGBC Subsidiary, as applicable, did or could become liable for any Taxes of such Person. The value of the consideration paid or received by WGBC or any WGBC Subsidiary, as applicable, for the acquisition, sale, transfer or provision of property or the provision of services from or to a Person with whom WGBC or any WGBC Subsidiary, as applicable, was not dealing at arm's length within the meaning of the Tax Act was equal to the estimated fair market value of such property acquired, provided or sold or services purchased or provided. None of WGBC or any WGBC Subsidiary have entered into any agreement with, or provided any undertaking to, any Person pursuant to which it has assumed liability for the payment of income Taxes owing by such Person.

(x) None of WGBC or any WGBC Subsidiary have ever been required to file any Tax Return with, and have never been liable to pay any Taxes to, any Governmental Authority outside Canada. No claim has ever been made by a Governmental Authority in a jurisdiction where WGBC or any WGBC Subsidiary files a Tax Return that WGBC or such WGBC Subsidiary, as applicable, is or may be subject to the imposition of any Tax by that jurisdiction.

(xi) WGBC and each WGBC Subsidiary have complied with all registration, reporting, collection and remittance requirements in respect of all Tax legislation including but not limited to the *Excise Tax Act* (Canada). WGBC has provided to Westleaf all invoices, purchase orders, and all such other documents as are necessary to report any claim for income tax credits or refunds claimed or to be claimed pursuant to the *Excise Tax Act* (Canada).

(xii) None of WGBC or any WGBC Subsidiary have made any payment, or are obligated to make any payment, and are not a party to any agreement under which they could be obligated to make any payment that may not be deductible by virtue of Section 67 or 78 of the Tax Act or any analogous provincial or similar provision.

(xiii) Records or documents that meet the requirements of subsections 247(4)(a) to (c) of the Tax Act have been made and obtained by WGBC and any WGBC Subsidiary with respect to all material transactions between WGBC or a WGBC Subsidiary and any non-resident Person with whom WGBC or such WGBC Subsidiary, as applicable, was not dealing at arm's length within the meaning of the Tax Act, during a taxation year commencing after 2011 and ending on or before the Effective Date.

(xiv) WGBC and each WGBC Subsidiary are and have each been at all times a "Canadian-controlled private corporation" and a "taxable Canadian corporation", each as defined in the Tax Act.

(xv) None of WGBC or any WGBC Subsidiary have designated or paid any eligible dividends, as that term is defined in subsection 89(1) of the Tax Act, and none of

WGBC or any WGBC Subsidiary have any liability for Tax under subsection 185.1(1) of the Tax Act.

(xvi) None of WGBC or any WGBC Subsidiary have declared or paid any capital dividends, as that term is defined in subsection 83(2) of the Tax Act, and none of WGBC or any WGBC Subsidiary have any liability for Tax under subsection 184(2) of the Tax Act.

(xvii) None of the WGBC Shares are "taxable Canadian property" within the meaning of the Tax Act. None of the WGBC Shares derives, and none of them has at any time within the past 60 months derived, more than 50% of its fair market value directly or indirectly from or from any combination of (i) real or immovable property situated in Canada, (ii) Canadian resource properties (as defined in the Tax Act), (iii) timber resource properties (as defined in the Tax Act), and (iv) options in respect of, or interests in, or for civil law, a right in, property described in any of (i) to (iii) above, whether or not the property exists.

(h) Investment Canada Act: None of WGBC or any WGBC Subsidiary are a "non-Canadian" Person within the meaning of the *Investment Canada Act* (Canada).

(i) Tax Act Residency: None of WGBC or any WGBC Subsidiary are a non-resident for the purposes of the Tax Act.

(j) Shareholder Residency: Except as set forth in the WGBC Disclosure Letter, which to the knowledge of WGBC sets out a true and correct list of the non-resident holders of WGBC Shares and the countries in which they reside, none of the holders of any WGBC Shares are a non-resident for the purposes of the Tax Act.

(k) Capitalization: As of the date hereof, the authorized capital of WGBC consists of an unlimited number of Class "A" Voting Common Participating Shares ("**Class A Shares**"), an unlimited number of Class "B" Voting Common Participating Shares (the "**Class B Shares**"), an unlimited number of Class "C" Voting Common Participating Shares (the "**Class C Shares**"), an unlimited number of Class "D" Voting Common Participating Shares, an unlimited number of Class "E" Voting Common Participating Shares, an unlimited number of Class "F" Voting Common Participating Shares, an unlimited number of Class "G" Voting Common Participating Shares, an unlimited number of Class "H" Non-Voting Common Participating Shares (the "**Class H Shares**"), an unlimited number of Class "I" Non-Voting Common Participating Shares (the "**Class I Shares**"), an unlimited number of Class "J" Non-Voting Common Participating Shares (the "**Class J Shares**"), an unlimited number of Class "K" Non-Voting Common Participating Shares (the "**Class K Shares**"), an unlimited number of Class "L" Non-Voting Preferred Redeemable/Retractable Shares, an unlimited number of Class "M" Non-Voting Preferred Redeemable/Retractable Shares, an unlimited number of Class "N" Non-Voting Preferred Redeemable/Retractable Shares and an unlimited number of Class "O" Non-Voting Preferred Redeemable/Retractable Shares. As of the date hereof, there are 12,600,000 Class A Shares, 8,250,000 Class B Shares, 14,250,000 Class H Shares, 4,875,000 Class I Shares, 2,250,000 Class J Shares and 15,125,003 Class K Shares issued and outstanding and no other shares are issued and outstanding. Other than the WGBC Financing and the WGBC Options to acquire 5,003,750 WGBC Shares, there are no options, warrants or other rights, plans agreements or commitments of any nature whatsoever requiring the issuance, sale or transfer by WGBC of any securities of WGBC or any securities convertible into, or

exchangeable or exercisable for, or otherwise evidencing a right to acquire, any securities of WGBC. All outstanding WGBC Shares have been duly authorized and validly issued, are fully paid and non-assessable and are not subject to, nor were they issued in violation of, any pre-emptive rights. Other than the WGBC Shares, there are no securities of WGBC outstanding which have the right to vote generally (except for the WGBC Options exercisable or convertible into or exchangeable for securities having the right to vote generally) with the WGBC Shareholders on any matter. As at the Effective Date, the number of issued and outstanding shares of WGBC, in addition to the aforementioned, will include shares issued pursuant to the WGBC Financing and shares that may be issued pursuant to the exercise of any WGBC Options at the discretion of the WGBC Optionholder.

(l) No Orders: No order, ruling or determination having the effect of suspending the sale of, or ceasing the trading of, the WGBC Shares, any other securities of WGBC, or any securities of any WGBC Subsidiary have been issued by any Governmental Authority and is continuing in effect and no proceedings for that purpose have been instituted, are pending or, to the knowledge of WGBC, are contemplated or threatened under any Applicable Laws or by any Governmental Authority.

(m) Reports: As of their respective date, the WGBC Financial Statements did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading in any material respect and complied in all material respects with all Applicable Laws.

(n) WGBC Financial Statements: The WGBC Financial Statements were prepared in accordance with IFRS consistently applied (except as otherwise indicated in such financial statements and the notes thereto or in the related report of WGBC's independent auditors, and except that the unaudited WGBC Financial Statements may not contain footnotes and are subject to normal year-end adjustments, none of which individually or in the aggregate will be material in nature or amount) and present fairly in accordance with IFRS the financial position, results of operations and changes in financial position of WGBC and each WGBC Subsidiary on a consolidated basis as of the dates thereof and for the periods indicated therein. There has been no material change in WGBC's accounting policies since December 31, 2018, and, to the knowledge of WGBC, there will not be any material change in the WGBC Financial Statements from those presented to Westleaf in draft form at execution of this Agreement to those presented in final form in the Information Circular.

(o) Independent Auditors. To the knowledge of WGBC, the auditors of WGBC who reported on and certified the WGBC Financial Statements are independent public accountants as defined under Applicable Canadian Securities Laws, and there has not been any "reportable event" (within the meaning of *National Instrument 51-102 - Continuous Disclosure Obligations*) with respect to the auditors.

(p) Books and Records. The financial books, records and accounts of WGBC and each WGBC Subsidiary, in all material respects, (i) have been maintained in accordance with good business practices on a basis consistent with prior years, (ii) are stated in reasonable detail and accurately and fairly reflect the material transactions and dispositions of the assets of WGBC and each WGBC Subsidiary, as applicable, and (iii) accurately and fairly reflect the basis for the WGBC Financial Statements. The corporate records and minute books of WGBC and each WGBC Subsidiary have been maintained substantially in compliance

with Applicable Laws and are complete and accurate in all material respects, and full access thereto has been provided to Westleaf.

(q) Absence of Certain Changes or Events: Except for the Arrangement and in respect of the WGBC Financing, any action taken in accordance with this Agreement or as set forth in the WGBC Financial Statements, since December 31, 2018:

(i) WGBC and each WGBC Subsidiary have conducted their business only in the Ordinary Course;

(ii) no liability or obligation of any nature (whether absolute, accrued, contingent or otherwise) material to WGBC has been incurred other than in the Ordinary Course other than where such liability or obligation would not have a Material Adverse Effect on WGBC;

(iii) there has been no Material Adverse Change in respect of WGBC; and

(iv) none of WGBC or any WGBC Subsidiary, and to the knowledge of WGBC, any director, officer, employee or auditor of WGBC or a WGBC Subsidiary, as applicable, has not received or otherwise had or obtained knowledge of any fraud or material complaint, allegation, assertion or claim, whether written or oral, regarding fraud or the accounting or auditing practices, procedures, methodologies or methods of WGBC or any WGBC Subsidiary or its respective internal accounting controls.

(r) Licenses and Regulatory Compliance: To the knowledge of WGBC, WGBC and each WGBC Subsidiary are in compliance with all terms and conditions of their licences or permits required in connection with its business and WGBC does not anticipate any variations or difficulties in renewing such licences or permits. To the knowledge of WGBC, except as set forth in the WGBC Disclosure Letter, the Arrangement will not have any adverse impact on its licences or permits or require WGBC or any WGBC Subsidiary to obtain any new licence from any Governmental Authority. WGBC and each WGBC Subsidiary, to the knowledge of WGBC, either has or is currently diligently seeking the approval of all regulatory approvals, licenses, authorizations, or consents from all applicable Governmental Authorities necessary with respect to the cultivation, research, manufacture and sale of cannabis. There are no proceedings or inspections in progress, or to the knowledge of WGBC, pending or threatened, that could result in compliance or enforcement actions from Health Canada or any other Governmental Authorities, or result in the revocation, cancellation or suspension of any of WGBC's or any WGBC Subsidiary's licenses or permits required in connection with its business. None of WGBC or any WGBC Subsidiary are required to obtain any further permits or licences, pursuant to any federal, provincial or municipal regulatory body or self-regulatory body in connection with the current conduct of WGBC's business. WGBC and each WGBC Subsidiary have responded to any requests made pursuant to the periodic investigations made by applicable Governmental Authorities pursuant to WGBC's or any WGBC Subsidiary's business and has addressed, in all material respects, the deficiencies and observations as outlined in these inspection reports. All product research, development activities and cultivation activities, including testing, research, sale and analysis activities, conducted by WGBC and each WGBC Subsidiary in connection with their business is being conducted in accordance with good production practices and relevant industry practices and in compliance, in all material respects, with all industry, laboratory safety,

management and training standards applicable to WGBC's and each WGBC Subsidiary's current business, and all such processes, procedures and practices, required in connection with such activities are in place as necessary and are in compliance with Applicable Laws and being complied with, in all material respects.

(s) Compliance with Laws: Except as set out in the WGBC Disclosure Letter, the operations and business of WGBC and each WGBC Subsidiary is and has been carried out in compliance with and not in violation of any Applicable Laws in all material respects, and none of WGBC or any WGBC Subsidiary have received any notice of any alleged material violation of any such Applicable Laws, and to the knowledge of WGBC there is no reason to believe that any such Governmental Authority is considering taking or would have reasonable ground to take any action against WGBC or any WGBC Subsidiary that would result in a Material Adverse Effect.

(t) Restrictions on Business Activities: There is no judgment, injunction or order binding upon WGBC or any WGBC Subsidiary, and none of WGBC or any WGBC Subsidiary are subject to any contractual commitment, that has or could reasonably be expected to have the effect of prohibiting, restricting or impairing its business or, individually or in the aggregate, have a Material Adverse Effect on WGBC.

(u) Non-Arm's Length Transactions: Except as set forth in the WGBC Disclosure Letter, there are no Contracts or other transactions currently in place between WGBC or a WGBC Subsidiary, on the one hand, and: (i) any officer or director of WGBC or a WGBC Subsidiary; (ii) any holder of record or beneficial owner of 10% or more of the voting securities of WGBC or a WGBC Subsidiary; or (iii) any affiliate of any such officer, director or beneficial owner, on the other hand. Without limiting the generality of the foregoing, none of WGBC or any WGBC Subsidiary has not loaned any money to, or guaranteed the obligations of, any director, officer or employee of WGBC or of a WGBC Subsidiary, or any WGBC Securityholder or holder of security in any WGBC Subsidiary.

(v) Title: Except as set forth in the WGBC Disclosure Letter, the properties and assets of WGBC and each WGBC Subsidiary are free and clear of all mortgages, pledges, liens, charges and Encumbrances and other than Permitted Encumbrances, none of WGBC or any WGBC Subsidiary have done any act or suffered or permitted any action to be done whereby any Person has acquired or may acquire an interest in or to their material properties or assets, nor has WGBC or any WGBC Subsidiary done any act, omitted to do any act or permitted any act to be done that may adversely affect or defeat its title to any of its material properties or assets.

(w) Assets and Personal Property: All machinery and equipment owned or used by WGBC and each WGBC Subsidiary has been properly maintained and is in good working order for the purposes of on-going operation, subject to ordinary wear and tear for machinery and equipment of comparable age. Except as set forth in the WGBC Disclosure Letter, none of WGBC or any WGBC Subsidiary have any agreements, options or commitments to acquire or lease any real property or assets other than, in the latter case, those assets that are to be used in the usual and Ordinary Course. None of WGBC or any WGBC Subsidiary have received notice from any third party claiming an interest in and to any assets of WGBC. All tangible depreciable property or assets of WGBC and each WGBC Subsidiary has been maintained in accordance with good and prudent industry practices, good production practices and Applicable Laws and are in good condition and repair, ordinary wear and tear excepted, and are useable in the Ordinary Course. None of WGBC or any WGBC

Subsidiary are a partner or participant in any partnership, joint venture, profit-sharing arrangement or other similar association of any kind and is not a party to any agreement under which it agrees to carry on any part of a business or any other activity in such manner or by which it agrees to share any revenue or profit with any other Person.

(x) Sufficiency of Assets: The assets and property owned, leased or licensed by WGBC and each WGBC Subsidiary is sufficient, in all material respects, for conducting the business, as currently conducted, of WGBC or the WGBC Subsidiary, as applicable.

(y) Environmental Matters: WGBC and each WGBC Subsidiary has, in all material respects, carried on its businesses and operations in accordance with best industry practices and in compliance with all applicable Environmental Laws. None of WGBC or any WGBC Subsidiary have received any order, request or written notice from any Person either alleging a violation of any Environmental Law or requiring that WGBC or any WGBC Subsidiary carry out any work, incur any costs or assume any liabilities (including, without limitation, liability for studies, testing or investigatory costs, cleanup costs, response costs, removal costs, remediation costs, contaminant costs, restoration costs, corrective action costs, closure costs, reclamation costs, natural resource damages, property damages, business losses, personal injuries, penalties or fines), arising out of, based on, or related to a violation of Environmental Laws or to any agreements with any Governmental Authority with respect to or pursuant to Environmental Laws. To the knowledge of WGBC, except as set forth in the WGBC Disclosure Letter, there are no Hazardous Substances or other conditions that could reasonably be expected to result in liability of or adversely affect WGBC or any WGBC Subsidiary under or related to any Environmental Law on, at, in, under or from any properties leased by WGBC or any WGBC Subsidiary (including the workplace environment) currently or, to the knowledge of WGBC, previously owned, leased or operated by WGBC or any WGBC Subsidiary. There are no pending claims or, to the knowledge of WGBC, threatened claims, against WGBC or any WGBC Subsidiary arising out of any Environmental Laws.

(z) Business Knowledge: All directors, officers, internal personnel and third party consultants of WGBC, including the responsible person in charge of the Creston Facility and all key personnel (as required under the Cannabis Act), and each WGBC Subsidiary have, where reasonably applicable to the position and services rendered by such Persons or where required by Applicable Law, sufficient knowledge of Applicable Laws relating to cannabis which are applicable to WGBC's or a WGBC Subsidiary's business, affairs and operations, as applicable, and all such Persons have all qualifications, training, experience and technical knowledge required by Applicable Laws.

(aa) Security Clearance: All directors, officers, internal personnel and key individuals of WGBC and each WGBC Subsidiary have, where required by Applicable Law, been security cleared or are in the process of being security cleared by Governmental Authorities. None of WGBC's or any of WGBC Subsidiary's directors, officers, internal personnel or key individuals required by Applicable law to have been security cleared has any past conviction or criminal record that would prevent them from obtaining a security clearance from Health Canada.

(bb) Absence of Liabilities: None of WGBC or any WGBC Subsidiary has any material liabilities of any nature (matured or unmatured, fixed or contingent), except as set forth in the WGBC Financial Statements.

(cc) Absence of Changes: There has not been any material change in the capital, assets, liabilities or obligations (absolute, accrued, contingent or otherwise) of WGBC or any WGBC Subsidiary on a consolidated basis from the position set forth in the WGBC Financial Statements and WGBC has not incurred or suffered a Material Adverse Change since December 31, 2018 and since that date there have been no material facts, transactions, events or occurrences which would have a Material Adverse Effect on the capital, assets, liabilities or obligations (absolute, accrued, contingent or otherwise), condition (financial or otherwise) or results of the operations of WGBC.

(dd) No Defaults: None of WGBC or any WGBC Subsidiary are in default under, and there exists no event, condition or occurrence which, after notice or lapse of time or both, would constitute such a default under, any Material Contract, agreement or licence to which it is a party or by which it is bound which would, if terminated or upon exercise of a right made available to a third party solely by a reason of such a default due to such default, individually or in the aggregate, be material to WGBC. None of WGBC or any WGBC Subsidiary are in violation of any Applicable Laws which violation could be material to WGBC.

(ee) Pre-emptive Rights: There are no outstanding rights of first refusal or other pre-emptive rights of purchase which entitle any Person to acquire any of the material rights, title, interests, property, licenses or assets of WGBC or any WGBC Subsidiary that will be triggered or accelerated by the Arrangement.

(ff) Material Contracts: Except as set forth in the WGBC Disclosure Letter, there are no Material Contracts or agreements to which WGBC or any WGBC Subsidiary are a party or by which they are bound.

(gg) Employee Benefit Plans: WGBC has made available to Westleaf true, complete and correct copies of each employee benefits plan (collectively, the "**WGBC Plans**") covering active, former or retired employees of WGBC and of each WGBC Subsidiary, any related trust agreement, annuity or insurance Contract or other funding vehicle, and:

(i) each WGBC Plan has been maintained and administered in material compliance with its terms and is, to the extent required by Applicable Law or Contract, fully funded without having any deficit or unfunded actuarial liability or adequate provision has been made therefor;

(ii) all required employer contributions under any such plans have been made and the applicable funds have been funded in accordance with the terms thereof;

(iii) each WGBC Plan that is required or intended to be qualified under Applicable Law or registered or approved by a Governmental Authority has been so qualified, registered or approved by the appropriate Governmental Authority, and to the knowledge of WGBC, nothing has occurred since the date of the last qualification, registration or approval that would reasonably be expected to adversely affect, or cause, the appropriate Governmental Authority to revoke such qualification, registration or approval;

(iv) to the knowledge of WGBC, there are no pending or anticipated claims against or otherwise involving any of the WGBC Plans and no suit, action or other litigation (excluding claims for benefits incurred in the Ordinary Course of WGBC Plan activities) has been brought against or with respect to any WGBC Plan;

(v) all contributions, reserves or premium payments required to be made to the WGBC Plans have been made or provided for; and

(vi) WGBC does not have any obligations for retiree health and life benefits under any WGBC Plan.

(hh) Employees:

(i) WGBC has disclosed in the WGBC Disclosure Letter all employees and consultants of WGBC and of each WGBC Subsidiary.

(ii) No trade union, council of trade unions, employee bargaining agency or affiliated bargaining agent holds bargaining rights with respect to any employees of WGBC or any WGBC Subsidiary by way of certification, interim certification, voluntary recognition, designation or successor rights or has applied to have WGBC or any WGBC Subsidiary declared a related employer or successor employer pursuant to applicable labour legislation. None of WGBC or any WGBC Subsidiary has engaged in any unfair labour practices and, no strike, lock-out, work stoppage, or other labour dispute is occurring. To the knowledge of WGBC, there are no threatened or pending strikes, work stoppages, picketing, lock-outs, hand-billings, boycotts, slowdowns or similar labour related disputes pertaining to WGBC of any WGBC Subsidiary. None of WGBC or any WGBC Subsidiary have engaged in any closing or lay-off activities within the past two years that would violate or in any way subject WGBC or any WGBC Subsidiary to the group termination or lay-off requirements of the Applicable Laws.

(iii) None of WGBC or any WGBC Subsidiary have recognized any trade union or has any staff association, staff council, works council or other organisation formed for or arrangements having a similar purpose and no notification to any trade union, staff association, staff council, works council or other organisation formed for or in respect of any arrangements having a similar purpose is required by WGBC or any WGBC Subsidiary for the purpose of consummating the transactions contemplated by this Agreement.

(ii) Employment Agreements:

(i) Except as set forth in the WGBC Disclosure Letter, none of WGBC or any WGBC Subsidiary are party to any written Contracts of employment or consultancy which may not be terminated on one month’s notice, or which provide for payments occurring on a change of control of WGBC or any WGBC Subsidiary.

(ii) None of WGBC or any WGBC Subsidiary will become a party to any employment agreement, consultancy agreement, or to any written or oral policy, agreement, obligation or understanding (and for greater certainty, to any amendment to any of the foregoing) which contains any specific agreement as to notice of termination or severance pay in lieu thereof or which cannot be terminated without cause upon

giving reasonable notice as may be implied by Applicable Law, or which creates rights in respect of loss or termination of office or employment or consultancy in relation to the Arrangement or which contains any specific agreement as to obligations arising on a change of control or as to notice of termination or severance pay in lieu thereof.

(jj) Brokers and Finders: Except as set forth in the WGBC Disclosure Letter, none of WGBC or any WGBC Subsidiary have retained or will retain any financial advisor, broker, agent or finder or pay or agreed to pay any financial advisor, broker, agent or finder on account of this Agreement, any transaction contemplated hereby or any transaction presently ongoing or contemplated.

(kk) Rights Plans: None of WGBC or any WGBC Subsidiary have a shareholder rights plan or any other form of plan, agreement, Contract or instrument that will trigger any rights to acquire WGBC Shares, other securities of WGBC, any securities of a WGBC Subsidiary or rights, entitlements or privileges in favour of any Person upon the entering into of this Agreement or in connection with the Arrangement.

(ll) Fairness Opinion: The WGBC Board of Directors has received the verbal WGBC Fairness Opinion from AltaCorp Capital Inc. that the consideration to be paid by Westleaf to the WGBC Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the WGBC Shareholders.

(mm) Insurance: Policies of insurance that are in force as of the date hereof naming WGBC or a WGBC Subsidiary as an insured adequately and reasonably cover all risks as are customarily covered by cannabis producers in the industry in which WGBC and each WGBC Subsidiary operates and having regard to the nature of the risk insured and the relative cost of obtaining insurance to protect the interests of WGBC and each WGBC Subsidiary. All such policies shall remain in force and effect and shall not be cancelled or otherwise terminated as a result of the transactions contemplated by this Agreement.

(nn) Board Approval: The WGBC Board of Directors has unanimously (other than directors who recuse themselves or abstain from voting on such matters in accordance with the BCBCA) made the determinations and recommendations as set forth in Section 2.12.

(oo) Proceeds of Crime: None of WGBC or any WGBC Subsidiary have, directly or indirectly, (a) made or authorized any contribution, payment or gift of funds or property to any official, employee or agent of any governmental agency, authority or instrumentality of any jurisdiction or (b) made any contribution to any candidate for public office, in either case, where either the payment or the purpose of such contribution, payment or gift was, is, or would be prohibited under the *Canada Corruption of Foreign Public Officials Act* (Canada) or the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) or the rules and regulations promulgated thereunder or under any other legislation of any relevant jurisdiction covering a similar subject matter applicable to WGBC or any WGBC Subsidiary and their operations and WGBC and each WGBC Subsidiary have instituted and maintained policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance with such legislation. To the knowledge of WGBC, no subscription proceeds received for any securities of WGBC or any WGBC Subsidiary were paid in the form of cash, and to the knowledge of WGBC, no such subscription proceeds were derived from the proceeds of crime.

(pp) Arrangements in Respect of Outstanding Securities: Neither WGBC, any WGBC Subsidiary, nor (to the knowledge of WGBC) any of their shareholders is a party to any unanimous shareholders agreement, pooling agreement, voting trust or other similar type of arrangements in respect of outstanding securities of WGBC or any WGBC Subsidiary.

(qq) Foreign Private Issuer: WGBC and each WGBC Subsidiary are a "foreign private issuer" within the meaning of Rule 405 of Regulation C under the U.S. Securities Act.

(rr) Exchange Act: No class of securities of WGBC or any WGBC Subsidiary is registered or required to be registered pursuant to Section 12 of the *United States Securities Exchange Act* of 1934, as amended, nor does WGBC or any WGBC Subsidiary have a reporting obligation pursuant to Section 15(d) of the U.S. Securities Act.

(ss) No Guarantees: Except as set forth in the WGBC Disclosure Letter, none of WGBC or any WGBC Subsidiary have guaranteed, endorsed, assumed, indemnified (other than pursuant to indemnity agreements with its directors and officers and as contemplated by the by-laws of WGBC or a WGBC Subsidiary, as applicable, and Applicable Laws, standard indemnity agreements in financial services (including credit facilities) and underwriting and agency agreements and indemnities provided in the Ordinary Course to industry partners and service providers) or accepted any responsibility for, and does not and will not guarantee, endorse, assume, indemnify or accept any responsibility for, contingently or otherwise, any indebtedness or the performance of any obligation of WGBC's directors, officers, employees, consultants, each WGBC Subsidiaries directors, officers, employees, consultant, WGBC Securityholders or holders of any securities in any WGBC Subsidiary.

(tt) Payments to Employees Etc.: WGBC and each WGBC Subsidiary have withheld from each payment made to any of its present or former employees, officers or directors, or to other Persons, all amounts required by law or administrative practice to be withheld by it on account of income taxes, pension plan contributions, employment insurance premiums, employer health taxes and similar taxes and levies, and has remitted such withheld amounts within the required time to the appropriate Governmental Authorities. WGBC and each WGBC Subsidiary have charged, collected and remitted on a timely basis all sales, goods and services, value-added and other commodity taxes as required under applicable legislation on any sale, supply or delivery made by them.

(uu) WGBC Net Debt: As at September 30, 2019, the WGBC Net Debt did not exceed $1,000,000.

(vv) Intellectual Property. Except as set forth in the WGBC Disclosure Letter, WGBC and each of the WGBC Subsidiaries own or possess the right to use all material patents, trademarks, trademark registrations, service marks, service mark registrations, trade names, copyrights, licences, inventions, trade secrets and rights necessary for the conduct of business and WGBC is not aware of any claim to the contrary or any challenge by any other person to the rights of WGBC or any of the WGBC Subsidiaries with respect to the foregoing. To the knowledge of WGBC, the business of WGBC and the WGBC Subsidiaries as now conducted does not, and as currently proposed to be conducted will not, infringe or conflict with in any material respect patents, trademarks, service marks, trade names, copyrights, trade secrets, licences or other intellectual property or franchise right of any person. To the knowledge of WGBC, no material claim has been made against WGBC or any of the WGBC Subsidiaries alleging the infringement by WGBC or any of the WGBC Subsidiaries

of any patent, trademark, service mark, trade name, copyright, trade secret, licence in or other intellectual property right or franchise right of any person.

(ww) Expropriation. No part of the property or assets of WGBC or any of the WGBC Subsidiaries has been taken, condemned or expropriated by any Governmental Authority nor has any written notice or proceeding in respect thereof been given or commenced nor does WGBC or any of the WGBC Subsidiaries know of any intent or proposal to give such notice or commence any such proceedings.

(xx) No Withholding: No representation or warranty contained herein and no statement contained in any schedule or other disclosure document, including the WGBC Disclosure Letter, provided or to be provided to Westleaf by WGBC pursuant hereto contains or will contain any untrue statement of a material fact which is necessary in order to make the statements herein or therein not misleading.

4.2 Representations and Warranties of Westleaf

Westleaf represents and warrants to and in favour of WGBC and acknowledges that WGBC is relying upon such representations and warranties in connection with the matters contemplated by this Agreement and the consummation of the Arrangement:

(a) Organization and Qualification: Westleaf and each Westleaf Subsidiary have been duly incorporated and are validly subsisting under the Applicable Laws of their jurisdictions of formation and have the requisite power and authority to own their assets and properties as now owned and to carry on their business as now conducted. Westleaf and each Westleaf Subsidiary are duly registered and authorized to conduct their affairs and do business and each are in good standing in each jurisdiction in which the character of its assets and properties, owned, leased, licensed or otherwise held, or the nature of their activities makes such registration or authorization necessary.

(b) Authority Relative to this Agreement: Westleaf has the requisite corporate power and authority to execute this Agreement and to carry out its obligations hereunder. The execution and delivery of this Agreement and the consummation by Westleaf of the transactions contemplated by the Arrangement has been duly authorized by the Westleaf Board of Directors and, subject to the requisite approval of the Westleaf Shareholders, no other proceedings on the part of Westleaf are necessary to authorize this Agreement or the Arrangement. This Agreement has been duly executed and delivered by Westleaf and constitutes a legal, valid and binding obligation of Westleaf enforceable against it in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other Applicable Laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary and may not be ordered.

(c) Subsidiaries: Other than Westleaf Enterprises Inc., Westleaf Cultivation Management II Inc., Westleaf Labs Inc., Westleaf International Inc., Westleaf Retail Inc., Westleaf Retail BC Inc., Westleaf Cultivation Management I Inc., Westleaf Holdings Inc., Canndara Canada Inc., Canndara Alberta Inc., Canndara Retail West Ltd., Canndara Retail 101 Inc. and Canndara Franchise Inc. (the "**Westleaf Subsidiaries**" and each, a "**Westleaf Subsidiary**"), Westleaf has no subsidiaries.

(d) Restriction on Shares: There are no rights of first refusal and similar rights restricting transfer of the Westleaf Shares contained in shareholders, partnership, joint venture or similar agreements or pursuant to existing financing arrangements and there are no outstanding contractual or other obligations of Westleaf to repurchase, redeem or otherwise acquire any of its securities or with respect to the voting or disposition of any of its outstanding securities.

(e) No Violations: Except as contemplated by this Agreement:

(i) neither the execution and delivery of this Agreement by Westleaf nor the consummation of the transactions contemplated by the Arrangement nor compliance by Westleaf with any of the provisions hereof will:

(A) except as set forth in the Westleaf Disclosure Letter, violate, conflict with, or result in a breach of any provision of, require any consent, approval or notice under, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) or result in a right of termination or acceleration under, or result in the creation of any Encumbrance upon any of the properties or assets of Westleaf or any Westleaf Subsidiary or cause any indebtedness to come due before its stated maturity or cause any credit to cease to be available, under any of the terms, conditions or provisions of: (1) the Westleaf Governing Documents; or (2) any note, bond, mortgage, indenture, loan agreement, deed of trust agreement, lien, Contract or other instrument or obligation to which Westleaf or a Westleaf Subsidiary is a party or to which it, or any of its properties or assets, may be subject or by which Westleaf or any Westleaf Subsidiary is bound, in a manner that would be reasonably expected to have a Material Adverse Effect;

(B) subject to compliance with applicable statutes and regulations and stock exchange rules, violate any judgment, ruling, order, writ, injunction, determination, award, decree, statute, ordinance, rule or regulation applicable to Westleaf, any Westleaf Subsidiary or any of their properties or assets; or

(C) cause the suspension or revocation of any authorization, consent, approval or license of Westleaf or any Westleaf Subsidiary currently in effect;

(ii) other than in connection with or in compliance with the provisions of Applicable Laws in relation to the completion of the Arrangement, or which are required to be fulfilled post-Arrangement, and except for the Third Party Approvals:

(A) there is no legal impediment to Westleaf's consummation of the Arrangement; and

(B) no filing or registration with, or authorization, consent or approval of, any domestic or foreign public body or authority is required of Westleaf in connection with the consummation of the Arrangement, except for such filings or registrations which, if not made, or for such authorizations, consents or approvals which, if not received, would not, individually or in

the aggregate, have a Material Adverse Effect on Westleaf or significantly impede the ability of Westleaf to consummate the Arrangement.

(f) Litigation: Except as set forth in the Westleaf Disclosure Letter, there are no claims, actions, suits, proceedings, investigations, arbitrations, audits, grievances, assessments or reassessments in existence or pending or, to the knowledge of Westleaf, threatened or for which there is a reasonable basis, affecting or that would reasonably be expected to affect Westleaf or any Westleaf Subsidiary or affecting or that would reasonably be expected to affect any of its properties or assets at law or in equity or before or by any court or Governmental Authority which claim, action, suit, proceeding, investigation, arbitration, audit, grievance, assessment or reassessment involves a possibility of any judgment against or liability of Westleaf or any Westleaf Subsidiary.

(g) Taxes, etc.:

(i) All Tax Returns required to be filed by or on behalf of Westleaf and each Westleaf Subsidiary have been duly filed on a timely basis and, to the knowledge of Westleaf, all such Tax Returns are true, complete and correct in all material respects. All Taxes shown to be payable on such Tax Returns or on subsequent assessments with respect thereto have been paid in full on a timely basis, and no other material Taxes are payable by Westleaf or any Westleaf Subsidiary with respect to items or periods covered by such Tax Returns.

(ii) There are no assessments or reassessments of any Taxes that have been issued and are outstanding, or pursuant to which there are any amounts owing. No Governmental Authority has challenged or disputed Westleaf or any Westleaf Subsidiary in respect of Taxes or of any returns, filings or other reports filed under any statute providing for Taxes. None of Westleaf or any Westleaf Subsidiary are negotiating any draft assessment or reassessment with any Governmental Authority. None of Westleaf or any Westleaf Subsidiary are aware of any contingent liabilities for a material amount of Taxes or any grounds for an assessment or reassessment with respect thereto including, without limitation, aggressive treatment of income, expenses, credits or other claims for deduction under any return or notice other than as disclosed in the Westleaf Financial Statements. None of Westleaf or any Westleaf Subsidiary have received any indication from any Governmental Authority that an assessment or reassessment is proposed in respect of any Taxes, regardless of its merits. None of Westleaf or any Westleaf Subsidiary have executed or filed with any Governmental Authority any agreement extending the period for the filing of any Tax Returns or for the assessment, reassessment or collection of any Taxes. None of Westleaf or any Westleaf Subsidiary have requested, or entered into any agreement or other arrangement, or executed any waiver providing for, any extension of time within which: (i) to file any Tax Return for which it is or may be liable; (ii) to file any elections, designations or similar documents or instruments relating to Taxes for which it is or may be liable; (iii) it is required to pay or remit any Taxes or amounts on account thereof; or (iv) any Governmental Authority may assess, reassess or collect Taxes for which either it is or may be liable.

(iii) Westleaf and each Westleaf Subsidiary have paid or has withheld and remitted to the appropriate Governmental Authority all Taxes, including any instalments or prepayments of Taxes, that are due and payable whether or not shown as being due

on any Tax Return, or, where payment is not yet due, Westleaf and each Westleaf Subsidiary, as applicable, have established adequate accruals in conformity with IFRS in the Westleaf Financial Statements for the period covered by such financial statements for any Taxes, including income taxes and related future taxes, if applicable, that have not been paid, whether or not shown as being due on any Tax Return. Westleaf and each Westleaf Subsidiary have made adequate provision or disclosure in their books and records for any Taxes accruing in respect of any period subsequent to the period covered by such financial statements, whether or not shown as being due on any Tax Return.

(iv) Westleaf has made available to WGBC true and complete copies of: (A) income tax audit reports, statement of deficiencies, closing or other agreements received by Westleaf and each Westleaf Subsidiary relating to the Taxes for any taxable period; and (B) all Tax Returns for Westleaf and each Westleaf Subsidiary for all taxable periods.

(v) No material deficiencies exist or have been asserted by any Governmental Authority with respect to Taxes of Westleaf or any Westleaf Subsidiary that have not yet been settled.

(vi) None of Westleaf or any Westleaf Subsidiary are a party to any tax sharing, tax indemnity or tax allocation agreement or arrangement and none of Westleaf or any Westleaf Subsidiary have, or could have, any material liabilities or obligations in respect of Taxes under any such tax sharing, tax indemnity or tax allocation agreement. No material liability (or reasonable claim of material liability) of Westleaf shall arise under any tax sharing, tax indemnity or tax allocation agreement or arrangement or as a result of this transaction.

(vii) None of Westleaf or any Westleaf Subsidiary have claimed nor will claim in any Tax Return for any taxation year ending on or before the Effective Date any reserve (including, without limitation, any reserve under paragraph 20(1)(m) or 20(1)(n) or subparagraph 40(1)(a)(iii) of the Tax Act or any analogous provision under the legislation of any province or other jurisdiction) of any amount which could be included in the income of Westleaf or any Westleaf Subsidiary for any period ending after the Effective Date.

(viii) No facts, circumstances or events exist or have existed that have resulted in or may result in the application of any of Sections 79 to 80.04 of the Tax Act to Westleaf or any Westleaf Subsidiary.

(ix) None of Westleaf or any Westleaf Subsidiary are subject to liability for Taxes of any other Person. None of Westleaf or any Westleaf Subsidiary have acquired property from any Person in circumstances where Westleaf or such Westleaf Subsidiary, as applicable, did or could become liable for any Taxes of such Person. The value of the consideration paid or received by Westleaf or any Westleaf Subsidiary, as applicable, for the acquisition, sale, transfer or provision of property or the provision of services from or to a Person with whom Westleaf or any Westleaf Subsidiary, as applicable, was not dealing at arm's length within the meaning of the Tax Act was equal to the estimated fair market value of such property acquired, provided or sold or services purchased or provided. None of Westleaf or any Westleaf Subsidiary have entered into any agreement with, or

provided any undertaking to, any Person pursuant to which it has assumed liability for the payment of income Taxes owing by such Person.

(x) None of Westleaf or any Westleaf Subsidiary have ever been required to file any Tax Return with, and have never been liable to pay any Taxes to, any Governmental Authority outside Canada. No claim has ever been made by a Governmental Authority in a jurisdiction where Westleaf or any Westleaf Subsidiary files a Tax Return that Westleaf or such Westleaf Subsidiary, as applicable, is or may be subject to the imposition of any Tax by that jurisdiction.

(xi) Westleaf and each Westleaf Subsidiary have complied with all registration, reporting, collection and remittance requirements in respect of all Tax legislation including but not limited to the *Excise Tax Act* (Canada). Westleaf has provided to WGBC all invoices, purchase orders, and all such other documents as are necessary to report any claim for income tax credits or refunds claimed or to be claimed pursuant to the *Excise Tax Act* (Canada).

(xii) None of Westleaf or any Westleaf Subsidiary have made any payment, or are obligated to make any payment, and are not a party to any agreement under which they could be obligated to make any payment that may not be deductible by virtue of Section 67 or 78 of the Tax Act or any analogous provincial or similar provision.

(xiii) Records or documents that meet the requirements of subsections 247(4)(a) to (c) of the Tax Act have been made and obtained by Westleaf and any Westleaf Subsidiary with respect to all material transactions between Westleaf or a Westleaf Subsidiary and any non-resident Person with whom Westleaf or such Westleaf Subsidiary, as applicable, was not dealing at arm's length within the meaning of the Tax Act, during a taxation year commencing after 2011 and ending on or before the Effective Date.

(xiv) Westleaf is and each Westleaf Subsidiary (other than Westleaf International Inc.) are and have each been at all times a "taxable Canadian corporation" as defined in the Tax Act.

(xv) None of Westleaf or any Westleaf Subsidiary have designated or paid any eligible dividends, as that term is defined in subsection 89(1) of the Tax Act, and none of Westleaf or any Westleaf Subsidiary have any liability for Tax under subsection 185.1(1) of the Tax Act.

(xvi) None of Westleaf or any Westleaf Subsidiary have declared or paid any capital dividends, as that term is defined in subsection 83(2) of the Tax Act, and none of Westleaf or any Westleaf Subsidiary have any liability for Tax under subsection 184(2) of the Tax Act.

(h) Westleaf Shares: Westleaf has reserved and allotted a sufficient number of Westleaf Shares as are issuable pursuant to the Arrangement, and, subject to the terms and conditions of the Arrangement, such Westleaf Shares will be validly issued as fully paid and non-assessable to previous holders of WGBC Shares pursuant to the Arrangement and such Westleaf Shares shall be generally free trading (subject to the provisions of Section 2.6 of *National Instrument 45-102 – Resale of Securities*) and free and clear of all liens, charges and Encumbrances.

(i) Investment Canada Act: None of Westleaf or any Westleaf Subsidiary are a "non-Canadian" Person within the meaning of the *Investment Canada Act* (Canada).

(j) Tax Act Residency: None of Westleaf or, other than Westleaf International Inc. any Westleaf Subsidiary, are a non-resident for the purposes of the Tax Act.

(k) Reporting Issuer Status: Westleaf is a "reporting issuer" in Alberta, British Columbia, Saskatchewan, Manitoba, Ontario, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland and is in material compliance with all Applicable Canadian Securities Laws therein and the Westleaf Shares are listed and posted for trading on the TSXV. None of Westleaf or any Westleaf Subsidiary are not in default of any material requirements of any Applicable Canadian Securities Laws or any rules or regulations of, or agreement with, the TSXV. No delisting, suspension of trading in or cease trading order with respect to the Westleaf Shares is pending or, to the knowledge of Westleaf, threatened. The documents comprising the Westleaf Public Record did not at the respective times they were filed with the relevant Securities Authorities, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances under which they were made. It has timely filed with the Securities Authorities all material forms, reports, schedules, statements and other documents required to be filed by Westleaf or any Westleaf Subsidiary with the Securities Authorities since becoming a "reporting issuer". None of Westleaf or any Westleaf Subsidiary has filed any confidential material change report that, at the date hereof, remains confidential.

(l) Capitalization of Westleaf: As of the date hereof, the authorized capital of Westleaf consists of an unlimited number of Westleaf Shares and an unlimited number of preferred shares. As of the date hereof, there are issued and outstanding 143,647,114 Westleaf Shares and no other shares are issued and outstanding. Other than Westleaf Options to acquire 3,014,400 Westleaf Shares, Westleaf Warrants to acquire 22,217,869 Westleaf Shares, Westleaf RSUs to acquire 8,785,739 Westleaf Shares and Westleaf Performance Warrants to acquire 1,230,000 Westleaf Shares, there are no options, warrants or other rights, plans agreements or commitments of any nature whatsoever requiring the issuance, sale or transfer by Westleaf of any securities of Westleaf (including Westleaf Shares) or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any securities of Westleaf (including Westleaf Shares). All outstanding Westleaf Shares have been duly authorized and validly issued, are fully paid and non-assessable and are not subject to, nor were they issued in violation of, any pre-emptive rights and all Westleaf Shares issuable upon the exercise of the Westleaf Options, Westleaf Warrants and Westleaf RSUs in accordance with the terms of such securities will be duly authorized and validly issued as fully paid and non-assessable and will not be subject to any pre-emptive rights. Other than the Westleaf Shares, there are no securities of Westleaf outstanding which have the right to vote generally with the Westleaf Shareholders on any matter. As at the Effective Date, the number of issued and outstanding Westleaf Shares, in addition to the aforementioned, will include shares that may be issued pursuant to the exercise of any Westleaf Options, Westleaf Warrants, Westleaf RSUs and Westleaf Performance Warrants.

(m) No Orders: No order, ruling or determination having the effect of suspending the sale of, or ceasing the trading of, the Westleaf Shares, any other securities of Westleaf, or any securities of any Westleaf Subsidiary have been issued by any Governmental Authority and is continuing in effect and no proceedings for that purpose have been instituted, are

pending or, to the knowledge of Westleaf, are contemplated or threatened under any Applicable Laws or by any Governmental Authority.

(n) Reports: As of their respective dates: (i) the Westleaf Financial Statements; (ii) Westleaf's amended and restated annual information form for the year ended December 31, 2018; and (iii) all Westleaf press releases and material change reports filed with the Securities Authorities since December 31, 2018; did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading in any material respect and complied in all material respects with all Applicable Laws.

(o) Westleaf Financial Statements: The Westleaf Financial Statements were prepared in accordance with IFRS consistently applied (except as otherwise indicated in such financial statements and the notes thereto or in the related report of Westleaf's independent auditors, and except that the unaudited Westleaf Financial Statements may not contain footnotes and are subject to normal year-end adjustments, none of which individually or in the aggregate will be material in nature or amount) and present fairly in accordance with IFRS the financial position, results of operations and changes in financial position of Westleaf and each Westleaf Subsidiary, on a consolidated basis, as of the dates thereof and for the periods indicated therein. There has been no material change in Westleaf's accounting policies since December 31, 2018.

(p) Independent Auditors. To the knowledge of Westleaf, the auditors of Westleaf who reported on and certified the Westleaf Financial Statements are independent public accountants as defined under Applicable Canadian Securities Laws, and there has not been any "reportable event" (within the meaning of *National Instrument 51-102 - Continuous Disclosure Obligations*) with respect to the auditors.

(q) Books and Records. The financial books, records and accounts of Westleaf and each Westleaf Subsidiary, in all material respects, (i) have been maintained in accordance with good business practices on a basis consistent with prior years, (ii) are stated in reasonable detail and accurately and fairly reflect the material transactions and dispositions of the assets of Westleaf and each Westleaf Subsidiary, as applicable, and (iii) accurately and fairly reflect the basis for the Westleaf Financial Statements. The corporate records and minute books of Westleaf and each Westleaf Subsidiary have been maintained substantially in compliance with Applicable Laws and are complete and accurate in all material respects, and full access thereto has been provided to WGBC.

(r) Absence of Certain Changes or Events: Except for the Arrangement and in respect of the Westleaf Financing, any action taken in accordance with this Agreement or as set forth in the Westleaf Financial Statements, since December 31, 2018:

(i) Westleaf and each Westleaf Subsidiary have conducted their business only in the Ordinary Course;

(ii) no liability or obligation of any nature (whether absolute, accrued, contingent or otherwise) material to Westleaf has been incurred other than in the Ordinary Course other than where such liability or obligation would not have a Material Adverse Effect on Westleaf;

(iii) there has been no Material Adverse Change in respect of Westleaf; and

(iv) none of Westleaf or any Westleaf Subsidiary, and to the knowledge of Westleaf, any director, officer, employee or auditor of Westleaf or a Westleaf Subsidiary, as applicable, has not received or otherwise had or obtained knowledge of any fraud or material complaint, allegation, assertion or claim, whether written or oral, regarding fraud or the accounting or auditing practices, procedures, methodologies or methods of Westleaf or any Westleaf Subsidiary or its respective internal accounting controls.

(s) Licenses and Regulatory Compliance: To the knowledge of Westleaf, Westleaf and each Westleaf Subsidiary are in compliance with all terms and conditions of their licences or permits required in connection with its business and Westleaf does not anticipate any variations or difficulties in renewing such licences or permits. To the knowledge of Westleaf, other than as disclosed in the Westleaf Disclosure Letter, the Arrangement will not have any adverse impact on its licences or permits or require Westleaf or any Westleaf Subsidiary to obtain any new licence from any Governmental Authority. Westleaf and each Westleaf Subsidiary, to the knowledge of Westleaf, either has or is currently diligently seeking the approval of all regulatory approvals, licenses, authorizations, or consents from all applicable Governmental Authorities necessary with respect to the research, retail and manufacture of cannabis. There are no proceedings in progress, or to the knowledge of Westleaf, pending or threatened, that could result in the revocation, cancellation or suspension of any of Westleaf's or any Westleaf Subsidiary's licenses or permits required in connection with its business. Except as set forth in the Westleaf Disclosure Letter, none of Westleaf or any Westleaf Subsidiary are required to obtain any further permits or licences, pursuant to any federal, provincial or municipal regulatory body or self-regulatory body in connection with the current conduct of Westleaf's or any Westleaf Subsidiary's business. Westleaf and each Westleaf Subsidiary have responded to any requests made pursuant to the periodic investigations made by applicable Governmental Authorities pursuant to Westleaf's or any Westleaf Subsidiary's business and has addressed, in all material respects, the deficiencies and observations as outlined in these inspection reports. All product research and development activities, including testing, research and analysis activities, conducted by Westleaf and each Westleaf Subsidiary in connection with their business is being conducted in accordance with industry practices and in compliance, in all material respects, with all industry, laboratory safety, management and training standards applicable to Westleaf's and each Westleaf Subsidiary's current business, and all such processes, procedures and practices, required in connection with such activities are in place as necessary and are being complied with, in all material respects.

(t) Compliance with Laws: The operations and business of Westleaf and each Westleaf Subsidiary is and has been carried out in compliance with and not in violation of any Applicable Laws in all material respects, and none of Westleaf or any Westleaf Subsidiary have received any notice of any alleged material violation of any such Applicable Laws, and to the knowledge of Westleaf there is no reason to believe that any such Governmental Authority is considering taking or would have reasonable ground to take any action against Westleaf or any Westleaf Subsidiary that would result in a Material Adverse Effect.

(u) Restrictions on Business Activities: There is no judgment, injunction or order binding upon Westleaf or any Westleaf Subsidiary, and none of Westleaf or any Westleaf Subsidiary are subject to any contractual commitment, that has or could reasonably be expected to have the effect of prohibiting, restricting or impairing its business or, individually or in the aggregate, have a Material Adverse Effect on Westleaf.

(v) Non-Arm's Length Transactions: Other than as disclosed in the Westleaf Disclosure Letter, there are no Contracts or other transactions currently in place between Westleaf or a Westleaf Subsidiary, on the one hand, and: (i) any officer or director of Westleaf or a Westleaf Subsidiary; (ii) any holder of record or beneficial owner of 10% or more of the voting securities of Westleaf or a Westleaf Subsidiary; or (iii) any affiliate of any such officer, director or beneficial owner, on the other hand. Without limiting the generality of the foregoing, none of Westleaf or any Westleaf Subsidiary has not loaned any money to, or guaranteed the obligations of, any director, officer or employee of Westleaf or of a Westleaf Subsidiary, or any Westleaf securityholder or holder of security in any Westleaf Subsidiary.

(w) Title: The properties and assets of Westleaf and each Westleaf Subsidiary are free and clear of all mortgages, pledges, liens, charges and Encumbrances and other than Permitted Encumbrances, none of Westleaf or any Westleaf Subsidiary have done any act or suffered or permitted any action to be done whereby any Person has acquired or may acquire an interest in or to its material properties or assets, nor has Westleaf or any Westleaf Subsidiary done any act, omitted to do any act or permitted any act to be done that may adversely affect or defeat its title to any of their material properties or assets.

(x) Assets and Personal Property: All machinery and equipment owned or used by Westleaf and each Westleaf Subsidiary has been properly maintained and is in good working order for the purposes of on-going operation, subject to ordinary wear and tear for machinery and equipment of comparable age. None of Westleaf or any Westleaf Subsidiary have any agreements, options or commitments to acquire or lease any real property or assets other than, in the latter case, those assets that are to be used in the usual and Ordinary Course. None of Westleaf or any Westleaf Subsidiary have received notice from any third party claiming an interest in and to any assets of Westleaf. All tangible depreciable property or assets of Westleaf and each Westleaf Subsidiary has been maintained in accordance with good and prudent industry practices and Applicable Laws and are in good condition and repair, ordinary wear and tear excepted, and are useable in the Ordinary Course. None of Westleaf or any Westleaf Subsidiary are a partner or participant in any partnership, joint venture, profit-sharing arrangement or other similar association of any kind and is not a party to any agreement under which it agrees to carry on any part of a business or any other activity in such manner or by which it agrees to share any revenue or profit with any other Person.

(y) Sufficiency of Assets: The assets and property owned, leased or licensed by Westleaf and each Westleaf Subsidiary is sufficient, in all material respects, for conducting the business, as currently conducted, of Westleaf or the Westleaf Subsidiary, as applicable.

(z) Environmental Matters: Westleaf and each Westleaf Subsidiary has, in all material respects, carried on its businesses and operations in accordance with best industry practices and in compliance with all applicable Environmental Laws. Except as set forth in the Westleaf Disclosure Letter, none of Westleaf or any Westleaf Subsidiary have received any order, request or written notice from any Person either alleging a violation of any Environmental Law or requiring that Westleaf or any Westleaf Subsidiary carry out any work, incur any costs or assume any liabilities (including, without limitation, liability for studies, testing or investigatory costs, cleanup costs, response costs, removal costs, remediation costs, contaminant costs, restoration costs, corrective action costs, closure costs, reclamation costs, natural resource damages, property damages, business losses, personal injuries, penalties or fines), arising out of, based on, or related to a violation of

Environmental Laws or to any agreements with any Governmental Authority with respect to or pursuant to Environmental Laws. Except as set forth in the Westleaf Disclosure Letter, to the knowledge of Westleaf, there are no Hazardous Substances or other conditions that could reasonably be expected to result in liability of or adversely affect Westleaf or any Westleaf Subsidiary under or related to any Environmental Law on, at, in, under or from any properties leased by Westleaf or any Westleaf Subsidiary (including the workplace environment) currently or, to the knowledge of Westleaf, previously owned, leased or operated by Westleaf or any Westleaf Subsidiary. Other than as disclosed in the Westleaf Disclosure Letter, there are no pending claims or, to the knowledge of Westleaf, threatened claims, against Westleaf or any Westleaf Subsidiary arising out of any Environmental Laws.

(aa) Business Knowledge: All directors, officers, internal personnel and third party consultants of Westleaf and each Westleaf Subsidiary have, where reasonably applicable to the position and services rendered by such Persons, sufficient knowledge of Applicable Laws relating to cannabis which are applicable to Westleaf's or a Westleaf Subsidiary's business, affairs and operations, as applicable, and all such Persons have all qualifications, including security clearances, training, experience and technical knowledge required by Applicable Laws.

(bb) Security Clearance: All directors, officers, internal personnel and key individuals of Westleaf and each Westleaf Subsidiary have, where required by Applicable Law, been security cleared or are in the process of being security cleared by Governmental Authorities. None of Westleaf's or any of Westleaf Subsidiary's directors, officers, internal personnel or key individuals required by Applicable law to have been security cleared has any past conviction or criminal record that would prevent them from obtaining a security clearance from Health Canada.

(cc) Absence of Liabilities: None of Westleaf of any Westleaf Subsidiary has any material liabilities of any nature (matured or unmatured, fixed or contingent), except as set forth in the Westleaf Financial Statements.

(dd) Absence of Changes: There has not been any material change in the capital, assets, liabilities or obligations (absolute, accrued, contingent or otherwise) of Westleaf or any Westleaf Subsidiary on a consolidated basis from the position set forth in the Westleaf Financial Statements and Westleaf has not incurred or suffered a Material Adverse Change since December 31, 2018 and since that date there have been no material facts, transactions, events or occurrences which would have a Material Adverse Effect on the capital, assets, liabilities or obligations (absolute, accrued, contingent or otherwise), condition (financial or otherwise) or results of the operations of Westleaf.

(ee) No Defaults: None of Westleaf or any Westleaf Subsidiary are in default under, and there exists no event, condition or occurrence which, after notice or lapse of time or both, would constitute such a default under, any Material Contract, agreement or licence to which it is a party or by which it is bound which would, if terminated or upon exercise of a right made available to a third party solely by a reason of such a default due to such default, individually or in the aggregate, be material to Westleaf. None of Westleaf or any Westleaf Subsidiary are in violation of any Applicable Laws which violation could be material to Westleaf.

(ff) Pre-emptive Rights: There are no outstanding rights of first refusal or other pre-emptive rights of purchase which entitle any Person to acquire any of the material rights, title, interests, property, licenses or assets of Westleaf or any Westleaf Subsidiary that will be triggered or accelerated by the Arrangement.

(gg) Material Contracts: Except as set forth in the Westleaf Disclosure Letter, there are no Material Contracts or agreements to which Westleaf or any Westleaf Subsidiary are a party or by which they is bound.

(hh) Employee Benefit Plans: Westleaf has made available to WGBC true, complete and correct copies of each employee benefits plan (collectively, the "**Westleaf Plans**") covering active, former or retired employees of Westleaf and of each Westleaf Subsidiary, any related trust agreement, annuity or insurance Contract or other funding vehicle, and:

(i) each Westleaf Plan has been maintained and administered in material compliance with its terms and is, to the extent required by Applicable Law or Contract, fully funded without having any deficit or unfunded actuarial liability or adequate provision has been made therefor;

(ii) all required employer contributions under any such plans have been made and the applicable funds have been funded in accordance with the terms thereof;

(iii) each Westleaf Plan that is required or intended to be qualified under Applicable Law or registered or approved by a Governmental Authority has been so qualified, registered or approved by the appropriate Governmental Authority, and to the knowledge of Westleaf, nothing has occurred since the date of the last qualification, registration or approval that would reasonably be expected to adversely affect, or cause, the appropriate Governmental Authority to revoke such qualification, registration or approval;

(iv) to the knowledge of Westleaf, there are no pending or anticipated claims against or otherwise involving any of the Westleaf Plans and no suit, action or other litigation (excluding claims for benefits incurred in the Ordinary Course of Westleaf Plan activities) has been brought against or with respect to any Westleaf Plan;

(v) all contributions, reserves or premium payments required to be made to the Westleaf Plans have been made or provided for; and

(vi) Westleaf does not have any obligations for retiree health and life benefits under any Westleaf Plan.

(ii) Employees:

(i) Westleaf has disclosed in the Westleaf Disclosure Letter all employees and consultants of Westleaf and of each Westleaf Subsidiary.

(ii) No trade union, council of trade unions, employee bargaining agency or affiliated bargaining agent holds bargaining rights with respect to any employees of Westleaf or any Westleaf Subsidiary by way of certification, interim certification, voluntary recognition, designation or successor rights or has applied to have Westleaf or any

Westleaf Subsidiary declared a related employer or successor employer pursuant to applicable labour legislation. None of Westleaf or any Westleaf Subsidiary have engaged in any unfair labour practices and, no strike, lock-out, work stoppage, or other labour dispute is occurring. To the knowledge of Westleaf, there are no threatened or pending strikes, work stoppages, picketing, lock-outs, hand-billings, boycotts, slowdowns or similar labour related disputes pertaining to Westleaf or any Westleaf Subsidiary. None of Westleaf or any Westleaf Subsidiary have engaged in any closing or lay-off activities within the past two years that would violate or in any way subject Westleaf or any Westleaf Subsidiary to the group termination or lay-off requirements of the Applicable Laws.

(iii) None of Westleaf or any Westleaf Subsidiary have recognized any trade union or has any staff association, staff council, works council or other organisation formed for or arrangements having a similar purpose and no notification to any trade union, staff association, staff council, works council or other organisation formed for or in respect of any arrangements having a similar purpose is required by Westleaf or any Westleaf Subsidiary for the purpose of consummating the transactions contemplated by this Agreement.

(jj) Employment Agreements:

(i) Except as set forth in the Westleaf Disclosure Letter, none of Westleaf of any Westleaf Subsidiary are party to any written Contracts of employment or consultancy which may not be terminated on one month's notice, or which provide for payments occurring on a change of control of Westleaf or any Westleaf Subsidiary.

(ii) Except as set forth in the Westleaf Disclosure Letter, there are no Westleaf Change of Control Payments arising out of or in connection with the Arrangement.

(iii) None of Westleaf or any Westleaf Subsidiary will become a party to any employment agreement, consultancy agreement, or to any written or oral policy, agreement, obligation or understanding (and for greater certainty, to any amendment to any of the foregoing) which contains any specific agreement as to notice of termination or severance pay in lieu thereof or which cannot be terminated without cause upon giving reasonable notice as may be implied by Applicable Law, or which creates rights in respect of loss or termination of office or employment or consultancy in relation to the Arrangement or which contains any specific agreement as to obligations arising on a change of control or as to notice of termination or severance pay in lieu thereof.

(kk) Brokers and Finders: Except as set forth in the Westleaf Disclosure Letter, None of Westleaf or any Westleaf Subsidiary have retained or will retain any financial advisor, broker, agent or finder or pay or agreed to pay any financial advisor, broker, agent or finder on account of this Agreement, any transaction contemplated hereby or any transaction presently ongoing or contemplated.

(ll) Rights Plans: None of Westleaf or any Westleaf Subsidiary have a shareholder rights plan or any other form of plan, agreement, Contract or instrument that will trigger any rights to acquire Westleaf Shares, other securities of Westleaf, any securities of a Westleaf

Subsidiary or rights, entitlements or privileges in favour of any Person upon the entering into of this Agreement or in connection with the Arrangement.

(mm) Fairness Opinion: The Westleaf Board of Directors has received the verbal Westleaf Fairness Opinion from Eight Capital Inc. that the consideration to be paid by Westleaf for the acquisition of WGBC by Westleaf pursuant to the Arrangement, is fair, from a financial point of view, to Westleaf.

(nn) Insurance: Policies of insurance that are in force as of the date hereof naming Westleaf or a Westleaf Subsidiary as an insured adequately and reasonably cover all risks as are customarily covered by cannabis producers in the industry in which Westleaf and each Westleaf Subsidiary operates and having regard to the nature of the risk insured and the relative cost of obtaining insurance to protect the interests of Westleaf and each Westleaf Subsidiary. All such policies shall remain in force and effect and shall not be cancelled or otherwise terminated as a result of the transactions contemplated by this Agreement.

(oo) Board Approval: The Westleaf Board of Directors has unanimously (other than directors who recuse themselves or abstain from voting on such matters in accordance with the ABCA) made the determinations and recommendations as set forth in Section 2.13.

(pp) Proceeds of Crime: None of Westleaf or any Westleaf Subsidiary have, directly or indirectly, (a) made or authorized any contribution, payment or gift of funds or property to any official, employee or agent of any governmental agency, authority or instrumentality of any jurisdiction or (b) made any contribution to any candidate for public office, in either case, where either the payment or the purpose of such contribution, payment or gift was, is, or would be prohibited under the *Canada Corruption of Foreign Public Officials Act* (Canada) or the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) or the rules and regulations promulgated thereunder or under any other legislation of any relevant jurisdiction covering a similar subject matter applicable to Westleaf or any Westleaf Subsidiary and their operations and Westleaf and each Westleaf Subsidiary have instituted and maintained policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance with such legislation. No subscription proceeds received for any securities of Westleaf or any Westleaf Subsidiary were paid in the form of cash, and to the knowledge of Westleaf, no such subscription proceeds were derived from the proceeds of crime.

(qq) Arrangements in Respect of Outstanding Securities: Neither Westleaf, any Westleaf Subsidiary, nor (to the knowledge of Westleaf) any of their shareholders is a party to any unanimous shareholders agreement, pooling agreement, voting trust or other similar type of arrangements in respect of outstanding securities of Westleaf or any Westleaf Subsidiary.

(rr) Foreign Private Issuer: Westleaf and each Westleaf Subsidiary are a "foreign private issuer" within the meaning of Rule 405 of Regulation C under the U.S. Securities Act.

(ss) Exchange Act: No class of securities of Westleaf or any Westleaf Subsidiary is registered or required to be registered pursuant to Section 12 of the *United States Securities Exchange Act* of 1934, as amended, nor does Westleaf or any Westleaf Subsidiary have a reporting obligation pursuant to Section 15(d) of the U.S. Securities Act.

(tt) No Guarantees: Other than as disclosed in the Westleaf Disclosure Letter, none of Westleaf or any Westleaf Subsidiary have guaranteed, endorsed, assumed, indemnified (other than pursuant to indemnity agreements with its directors and officers and as contemplated by the by-laws of Westleaf or a Westleaf Subsidiary, as applicable, and Applicable Laws, standard indemnity agreements in financial services (including credit facilities) and underwriting and agency agreements and indemnities provided in the Ordinary Course to industry partners and service providers) or accepted any responsibility for, and does not and will not guarantee, endorse, assume, indemnify or accept any responsibility for, contingently or otherwise, any indebtedness or the performance of any obligation of Westleaf's directors, officers, employees, consultants, each Westleaf Subsidiaries directors, officers, employees, consultant, Westleaf securityholders or holders of any securities in any Westleaf Subsidiary.

(uu) Payments to Employees Etc.: Westleaf and each Westleaf Subsidiary have withheld from each payment made to any of its present or former employees, officers or directors, or to other Persons, all amounts required by law or administrative practice to be withheld by it on account of income taxes, pension plan contributions, employment insurance premiums, employer health taxes and similar taxes and levies, and has remitted such withheld amounts within the required time to the appropriate Governmental Authorities. Westleaf and each Westleaf Subsidiary has charged, collected and remitted on a timely basis all sales, goods and services, value-added and other commodity taxes as required under applicable legislation on any sale, supply or delivery made by them.

(vv) Westleaf Net Debt: As at September 30, 2019, the Westleaf Net Debt did not exceed $25,000,000.

(ww) Intellectual Property. Westleaf and each of the Westleaf Subsidiaries own or possess the right to use all material patents, trademarks, trademark registrations, service marks, service mark registrations, trade names, copyrights, licences, inventions, trade secrets and rights necessary for the conduct of business and Westleaf is not aware of any claim to the contrary or any challenge by any other person to the rights of Westleaf or any of the Westleaf Subsidiaries with respect to the foregoing. To the knowledge of Westleaf, the business of Westleaf and the Westleaf Subsidiaries as now conducted does not, and as currently proposed to be conducted will not, infringe or conflict with in any material respect patents, trademarks, service marks, trade names, copyrights, trade secrets, licences or other intellectual property or franchise right of any person. To the knowledge of Westleaf, no material claim has been made against Westleaf or any of the Westleaf Subsidiaries alleging the infringement by Westleaf or any of the WGBC Subsidiaries of any patent, trademark, service mark, trade name, copyright, trade secret, licence in or other intellectual property right or franchise right of any person.

(xx) Expropriation. No part of the property or assets of Westleaf or any of the Westleaf Subsidiaries has been taken, condemned or expropriated by any Governmental Authority nor has any written notice or proceeding in respect thereof been given or commenced nor does Westleaf or any of the Westleaf Subsidiaries know of any intent or proposal to give such notice or commence any such proceedings.

(yy) No Withholding: No representation or warranty contained herein and no statement contained in any schedule or other disclosure document provided or to be provided to WGBC by Westleaf pursuant hereto contains or will contain any untrue statement of a

material fact which is necessary in order to make the statements herein or therein not misleading.

4.3 Privacy Issues

(a) For the purposes of this Section 4.3, the following definitions shall apply:

(i) "**applicable law**" means, in relation to any Person, transaction or event, all applicable provisions of Applicable Laws by which such Person is bound or having application to the transaction or event in question, including applicable privacy laws;

(ii) "**applicable privacy laws**" means any and all applicable laws relating to privacy and the collection, use and disclosure of Personal Information in all applicable jurisdictions, including but not limited to the *Personal Information Protection and Electronic Documents Act* (Canada) or any comparable provincial law including the *Personal Information Protection Act* (Alberta) or both;

(iii) "**authorized authority**" means, in relation to any Person, transaction or event, any (a) federal, provincial, municipal or local governmental body (whether administrative, legislative, executive or otherwise), both domestic and foreign, (b) agency, authority, commission, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, (c) court, arbitrator, commission or body exercising judicial, quasi-judicial, administrative or similar functions, and (d) other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange, in each case having jurisdiction over such Person, transaction or event; and

(i) "**Personal Information**" means information (other than business contact information when used or disclosed for the purpose of contacting such individual in that individual's capacity as an employee or an official of an organization and for no other purpose) about an identifiable individual disclosed or transferred by one Party to another Party in accordance with this Agreement and/or as a condition of the Arrangement.

(b) The Parties hereto acknowledge that they are responsible for compliance at all times with applicable privacy laws which govern the collection, use or disclosure of Personal Information disclosed to either of the Parties pursuant to or in connection with this Agreement (the "**Disclosed Personal Information**").

(c) Prior to the completion of the Arrangement, neither Party shall use or disclose the Disclosed Personal Information for any purposes other than those related to the performance of this Agreement and the completion of the Arrangement. After the completion of the transactions contemplated herein, a Party may only collect, use and disclose the Disclosed Personal Information for the purposes for which the Disclosed Personal Information was initially collected from or in respect of the individual to which such Disclosed Personal Information relates or for the completion of the transactions contemplated herein, unless (a) either Party shall have first notified such individual of such additional purpose, and where required by applicable law, obtained the consent of such

individual to such additional purpose, or (b) such use or disclosure is permitted or authorized by applicable law, without notice to, or consent from, such individual.

(d) Each of the Parties acknowledges and confirms that the disclosure of the Disclosed Personal Information is necessary for the purposes of determining if the Parties shall proceed with the Arrangement, and that the Disclosed Personal Information relates solely to the carrying on of the business or the completion of the Arrangement.

(e) Each of the Parties acknowledge and confirm that it has taken and shall continue to take reasonable steps to, in accordance with applicable law, prevent accidental loss or corruption of the Disclosed Personal Information, unauthorized input or access to the Disclosed Personal Information, or unauthorized or unlawful collection, storage, disclosure, recording, copying, alteration, removal, deletion, use or other processing of such Disclosed Personal Information.

(f) Subject to the following provisions, each of the Parties shall at all times keep strictly confidential all Disclosed Personal Information provided to it, and shall instruct those employees or advisors responsible for processing such Disclosed Personal Information to protect the confidentiality of such information in a manner consistent with the Parties' obligations hereunder. Prior to the completion of the Arrangement, each of the Parties shall take reasonable steps to ensure that access to the Disclosed Personal Information shall be restricted to those employees or advisors of the respective Party who have a *bona fide* need to access such information in order to complete the Arrangement.

(g) Where authorized by applicable law, each of the Parties shall promptly notify the Other Party to this Agreement of all inquiries, complaints, requests for access, variations or withdrawals of consent and claims of which the Party is made aware in connection with the Disclosed Personal Information. To the extent permitted by applicable law, the Parties shall fully co-operate with one another, with the Persons to whom the Personal Information relates, and any authorized authority charged with enforcement of applicable privacy laws, in responding to such inquiries, complaints, requests for access, variations or withdrawals of consent and claims.

(h) Upon the expiry or termination of this Agreement, or otherwise upon the reasonable request of either Party, the Other Party shall forthwith cease all use of the Disclosed Personal Information acquired by it in connection with this Agreement and will return to the requesting Party or, at the requesting Party's request, destroy in a secure manner, the Disclosed Personal Information (and any copies thereof) in its possession.

ARTICLE 5
CONDITIONS PRECEDENT

5.1 Mutual Conditions Precedent

The respective obligations of the Parties to consummate the transactions contemplated hereby, and in particular the Arrangement, are subject to the satisfaction, on or before the Effective Date or such other time specified, of the following conditions:

(a) WGBC Resolution: The WGBC Resolution shall have been approved by the WGBC Shareholders and WGBC Optionholders on or prior to the Outside Date in accordance with the Interim Order.

(b) Westleaf Resolution: The Westleaf Resolution shall have been approved by the Westleaf Shareholders on or prior to the Outside Date.

(c) Transaction Financing: The Transaction Financing shall have been completed for aggregate gross proceeds of not less than $11,000,000.

(d) Westleaf Shares: The TSXV shall have conditionally approved for listing all of the Westleaf Shares issuable to the WGBC Shareholders pursuant to the Arrangement.

(e) Interim and Final Orders: The Interim Order and the Final Order have each been obtained on terms consistent with this Agreement, and have not been set aside or modified in a manner unacceptable to either WGBC or Westleaf, each acting reasonably, on appeal or otherwise.

(f) Arrangement Filings: The Arrangement Filings to be filed with the Registrar in accordance with the Arrangement shall be consistent with the Agreement and the Plan of Arrangement and shall be in form and substance satisfactory to each of Westleaf and WGBC, each acting reasonably.

(g) Third Party Approvals and Notifications: Each of WGBC and Westleaf shall have obtained all consents, waivers, permissions and approvals necessary to complete the Arrangement by or from relevant Governmental Authorities, on terms and conditions satisfactory to the Parties, acting reasonably, including without limitation: (i) the approval of the WGBC Shareholders and WGBC Optionholders as may be required for the Arrangement pursuant to the BCBCA, Applicable Canadian Securities Laws, conditional approval for listing the Westleaf Shares issuable pursuant to the Arrangement on the TSXV; (ii) the Required Consents; and (iii) any required approvals or consents of Health Canada or any associated provincial regulatory bodies (collectively, the "**Third Party Approvals**"), and shall have provided all necessary notifications to Health Canada, Canada Revenue Agency and any other party as may be required to consummate the transaction contemplated hereunder in accordance with Applicable Law.

(h) Undertakings to Resign. Each member of the New Westleaf Board of Directors and each New Westleaf Executive shall deliver to Westleaf an executed undertaking to resign and an irrevocable resignation which will provide that, among other things, such member of the New Westleaf Board of Directors or such New Westleaf Executive, as applicable, will forthwith resign from his or her position as an officer or director of Westleaf forthwith upon receiving notice from any applicable regulatory authority (including Health Canada or any provincial cannabis regulatory authority) that he or she will not receive any security clearance as required by Applicable Law.

(i) Voting and Support Agreements: None of the Westleaf Voting and Support Agreements or the WGBC Voting and Support Agreements shall have been breached in any material respects.

(j) Transactions Costs: The Transaction Costs shall not have exceeded $4,350,000.

(k) WGBC Options. Each of the holders of WGBC Options will have delivered to Westleaf instruments representing such WGBC Options, and Westleaf shall have delivered to WGBC instruments representing Westleaf Options in exchange for such WGBC Options

effective as of the Effective Time, in such number in accordance with the Plan of Arrangement.

(l) Westleaf Warrants. Westleaf shall have delivered to WGBC instruments representing Westleaf Warrants in exchange for WGBC Warrants effective as of the Effective Time, in such number in accordance with the Plan of Arrangement.

(m) No Actions: There shall be no action taken under any existing Applicable Law, nor any statute, rule, regulation or order which is enacted, enforced, promulgated or issued by any Governmental Authority, that:

(i) makes illegal or otherwise directly or indirectly restrains, enjoins or prohibits the Arrangement or any other transactions contemplated herein; or

(ii) results in a judgment or assessment of material damages directly or indirectly relating to the transactions contemplated herein.

The foregoing conditions are for the mutual benefit of WGBC and Westleaf and may be waived, in whole or in part, by the Parties at any time. If any of the foregoing conditions are not satisfied or waived on or before the Outside Date, then a Party may terminate this Agreement as provided in Section 8.1(a)(ii) (save and except for Sections 4.1, 4.2 and Article 6 hereof which shall survive such termination and remain in full force and effect) by written notice to the Other Party in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of such terminating Party's breach of this Agreement.

5.2 Additional Conditions to Obligations of WGBC

The obligation of WGBC to consummate the transactions contemplated hereby, and in particular the Arrangement, is subject to the following conditions:

(a) Representations and Warranties: The representations and warranties of Westleaf set forth herein shall be true and correct as of the Effective Date as if made on and as of such date (except to the extent such representations and warranties speak as of an earlier date or, with respect to all representations and warranties, except as affected by transactions contemplated or permitted by this Agreement), except where the failure of such representations and warranties to be true and correct, individually or in the aggregate, would not result, or would not reasonably be expected to result, in a Material Adverse Change or have a Material Adverse Effect on Westleaf or would not, or would not reasonably be expected to, materially impede the ability of the Parties to complete the Arrangement, and Westleaf shall have provided to WGBC a certificate of a senior officer certifying (without personal liability) such facts on the Effective Date; provided that Westleaf shall be entitled to cure any breach of a representation and warranty within five Business Days after receipt of written notice thereof from WGBC (except that no cure period shall be provided for a breach which by its nature cannot be cured and, in no event, shall any cure period extend beyond the Outside Date).

(b) Covenants: Westleaf shall have complied in all respects with its covenants herein, except where the failure to comply in all respects with such covenants, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on Westleaf or would not reasonably be expected to significantly impede the ability of the Parties to complete the Arrangement and the transactions contemplated by this Agreement, and Westleaf shall have provided to WGBC a certificate of a senior officer certifying

compliance with such covenants; provided that Westleaf shall be entitled to cure any breach of a covenant within five Business Days after receipt of written notice thereof from WGBC (except that no cure period shall be provided for a breach which by its nature cannot be cured and, in no event, shall any cure period extend beyond the Outside Date).

(c) No Actions: No act, action, suit, proceeding, objection or opposition shall have been threatened or taken before or by any Governmental Authority or by any elected or appointed public official or private Person in Canada or elsewhere, whether or not having the force of law, and no law, regulation, policy, judgment, decision, order, ruling or directive (whether or not having the force of law) shall have been proposed, enacted, promulgated, amended or applied, which in the sole judgment of WGBC, acting reasonably, in either case has had or, if the Arrangement was consummated, would result in a Material Adverse Effect on Westleaf or would materially impede the ability of the Parties to complete the Arrangement and the transactions contemplated by this Agreement.

(d) Effective Date: The Effective Date shall occur on or before the Outside Date, provided that the failure to close by such date is not caused by a material breach of WGBC's covenants under this Agreement.

(e) Board and Shareholder Authorization: Westleaf shall have furnished WGBC with:

(i) certified copies of the resolutions duly passed by the Westleaf Board of Directors (other than such directors who are not eligible to vote on such matters in accordance with the BCBCA) approving the entering into of this Agreement and the consummation of the transactions contemplated hereby; and

(ii) a certified copy of the Westleaf Resolution duly passed by Westleaf Shareholders and any other securityholders of Westleaf who may be required to approve the Westleaf Resolution at the Westleaf Meeting.

(f) Releases: Executed mutual resignations and releases of the Former Westleaf Directors in a form acceptable to WGBC, acting reasonably, shall have been received by WGBC on or prior to the Effective Date.

(g) Westleaf Board of Directors: The Westleaf Board of Directors shall have been reconstituted in accordance with Section 2.5(a)(viii).

(h) Employment Agreements: Each of the New Westleaf Directors and the New Westleaf Executives shall have entered into executive employment agreements in a form as mutually agreed to by each of Westleaf, WGBC and the applicable New Westleaf Director or New Westleaf Executive, as applicable, acting reasonably.

(i) Westleaf Shares: WGBC shall be satisfied, acting reasonably, that immediately prior to the Effective Time the aggregate number of Westleaf Shares issued and outstanding on a fully diluted basis does not exceed 185,000,000 common shares plus any Westleaf Shares to be issuable as disclosed in the Westleaf Disclosure Letter, and nil preferred shares in the capital of Westleaf, and Westleaf shall have provided to WGBC a certificate of a senior officer certifying (without personal liability) such facts on the Effective Date.

(j) Westleaf Net Debt: As of November 30, 2019, the Westleaf Net Debt shall not exceed $27,000,000 and Westleaf shall have provided to WGBC a certificate of a senior officer certifying (without personal liability) such facts on the Effective Date.

(k) No Material Adverse Change. Between the date hereof and the Effective Time, there shall not have occurred or have been disclosed to the public (if previously undisclosed to the public) any Material Adverse Change with respect to Westleaf or the Westleaf Subsidiaries.

(l) Agreements: Westleaf shall have tabled duly executed copies of all agreements, documents and instruments required to be tabled by such Parties.

(m) Required Consents. Westleaf shall have received all consents, waivers, permissions and approvals necessary to complete the Arrangement by or from: (i) ATB Financial pursuant to the Westleaf Credit Agreement; (ii) the holders of any Westleaf Convertible Debentures pursuant to the Westleaf Debenture Indenture, or shall have amended such agreements to ensure that such agreements remain in force following the Arrangement on substantially the same terms and conditions thereof (collectively, the "**Required Consents**").

The conditions in this Section 5.2 are for the exclusive benefit of WGBC and may be asserted by WGBC regardless of the circumstances or may be waived by WGBC in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which WGBC may have. If any of the foregoing conditions are not satisfied or waived, WGBC may, in addition to any other remedies it may have at law or equity, terminate this Agreement as provided in Section 8.1(a)(ii) (save and except for Sections 4.1, 4.2 and Article 6 hereof which shall survive such termination and remain in full force and effect).

5.3 Additional Conditions to Obligations of Westleaf

The obligation of Westleaf to consummate the transactions contemplated hereby, and in particular the Arrangement, is subject to the following conditions:

(a) Representations and Warranties: The representations and warranties of WGBC set forth herein shall be true and correct as of the Effective Date as if made on and as of such date (except to the extent such representations and warranties speak as of an earlier date or, with respect to all representations and warranties, except as affected by transactions contemplated or permitted by this Agreement), except where the failure of such representations and warranties to be true and correct, individually or in the aggregate, would not result, or would not reasonably be expected to result, in a Material Adverse Change or have a Material Adverse Effect on WGBC or would not, or would not reasonably be expected to, materially impede the ability of the Parties to complete the Arrangement, and WGBC shall have provided to Westleaf a certificate of a senior officer certifying (without personal liability) such facts on the Effective Date; provided that WGBC shall be entitled to cure any breach of a representation and warranty within five Business Days after receipt of written notice thereof from Westleaf (except that no cure period shall be provided for a breach which by its nature cannot be cured and, in no event, shall any cure period extend beyond the Outside Date).

(b) Covenants: WGBC shall have complied in all respects with their covenants herein, except where the failure to comply in all respects with such covenants, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect on WGBC or would not reasonably be expected to significantly impede the ability of the Parties to complete the Arrangement, and WGBC shall have provided to Westleaf a certificate of a

senior officer certifying compliance with such covenants; provided that WGBC shall be entitled to cure any breach of a covenant within five Business Days after receipt of written notice thereof from Westleaf (except that no cure period shall be provided for a breach which by its nature cannot be cured and, in no event, shall any cure period extend beyond the Outside Date).

(c) No Actions: No act, action, suit, proceeding, objection or opposition shall have been threatened or taken before or by any Governmental Authority or by any elected or appointed public official or private Person in Canada or elsewhere, whether or not having the force of law, and no law, regulation, policy, judgment, decision, order, ruling or directive (whether or not having the force of law) shall have been proposed, enacted, promulgated, amended or applied, which in the sole judgment of Westleaf, acting reasonably, in either case has had or, if the Arrangement was consummated, would result in a Material Adverse Effect on WGBC or would materially impede the ability of the Parties to complete the Arrangement.

(d) Effective Date: The Effective Date shall occur on or before the Outside Date, provided that the failure to close by such date is not caused by a material breach of Westleaf's covenants under this Agreement.

(e) Board and Shareholder Authorization: WGBC shall have furnished Westleaf with:

(i) certified copies of the resolutions duly passed by the WGBC Board of Directors (other than such directors who are not eligible to vote on such matters in accordance with the BCBCA) approving the entering into of this Agreement and the consummation of the transactions contemplated hereby; and

(ii) a certified copy of the WGBC Resolution duly passed by WGBC Shareholders and WGBC Optionholders.

(f) Dissent Rights: WGBC Shareholders holding not more than 5% of the WGBC Shares then outstanding shall have validly exercised, and not withdrawn, Dissent Rights, and WGBC shall have provided to Westleaf a certificate of a senior officer certifying (without personal liability) such facts on the Effective Date with respect to WGBC.

(g) WGBC Net Debt: As of November 30, 2019, the WGBC Net Debt shall not exceed $1,000,000 and WGBC shall have provided to Westleaf a certificate of a senior officer certifying (without personal liability) such facts on the Effective Date.

(h) WGBC Financial Statements: Between the date hereof and the date of the Information Circular, there has not been any adverse material change in the WGBC Financial Statements from those presented to Westleaf in draft form at execution of this Agreement to those presented in final form in the Information Circular.

(i) Subscription Proceeds: Westleaf shall be satisfied, acting reasonably, that: (i) subscription proceeds received for any securities of WGBC or any WGBC Subsidiary that were paid in the form of cash did not exceed $50,000 in the aggregate; and (ii) no subscription proceeds received from any Person that was involved in the illegal cannabis market (other than simple possession of cannabis), for any securities of WGBC or any WGBC Subsidiary were paid in the form of cash.

(j) Taxable Canadian Property. WGBC shall have provided to Westleaf a certificate of a senior officer certifying (without personal liability) that the WGBC Shares are not taxable Canadian property within the meaning of the Tax Act.

(k) No Material Adverse Change. Between the date hereof and the Effective Time, there shall not have occurred or have been disclosed to the public (if previously undisclosed to the public) any Material Adverse Change with respect to WGBC or the WGBC Subsidiaries.

(l) Agreements: WGBC shall have tabled duly executed copies of all agreements, documents and instruments required to be tabled by such Parties.

The conditions in this Section 5.3 are for the exclusive benefit of Westleaf and may be asserted by Westleaf regardless of the circumstances or may be waived by Westleaf in its sole discretion, in whole or in part, at any time and from time to time without prejudice to any other rights which Westleaf may have. If any of the foregoing conditions are not satisfied or waived, Westleaf may, in addition to any other remedies it may have at law or equity, terminate this Agreement as provided in Section 8.1(a)(ii) (save and except for Sections 4.1, 4.2 and Article 6 which shall survive such termination and remain in full force and effect).

5.4 Notice and Effect of Failure to Comply with Conditions

(a) Each of WGBC and Westleaf shall give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof to the Effective Date of any event or state of facts which occurrence or failure would, or would be likely to: (i) cause any of the representations or warranties of such Party contained herein to be untrue or inaccurate in any material respect; or (ii) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by any Party hereunder; provided, however, that no such notification will affect the representations or warranties of the Parties or the conditions to the obligations of the Parties hereunder.

(b) Notification provided under this Section 5.4 will not affect the representations, warranties, covenants, agreements or obligations of the Parties (or remedies with respect thereto) or the conditions to the obligations of the Parties under this Agreement.

(c) No Party may elect to exercise its right to terminate this Agreement pursuant to Section 8.1(a)(ii), unless the Party seeking to terminate this Agreement (the "**Terminating Party**") has delivered a written notice ("**Termination Notice**") to the Other Party (the "**Breaching Party**") specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which the Terminating Party asserts as the basis for termination. After delivering a Termination Notice, provided the Breaching Party is proceeding diligently to cure such matter and such matter is capable of being cured prior to the Outside Date, the Terminating Party may not exercise such termination right until the earlier of: (i) the Outside Date; and (ii) the date that is fifteen Business Days following receipt of such Termination Notice by Breaching Party, if such matter has not been cured by such date.

(d) If the Terminating Party delivers a Termination Notice prior to the date of the WGBC Meeting, unless the Parties agree otherwise, WGBC shall postpone or adjourn the WGBC Meeting to the earlier of: (A) five Business Days prior to the Outside Date; (B) the date on which the matter to which such Termination Notice relates is cured; and (C) the date that is fifteen Business Days following receipt of such Termination Notice by the Breaching Party.

(e) If the Terminating Party delivers a Termination Notice prior to the date of the Westleaf Meeting, unless the Parties agree otherwise, Westleaf shall postpone or adjourn the Westleaf Meeting to the earlier of: (A) five Business Days prior to the Outside Date; (B) the date on which the matter to which such Termination Notice relates is cured; and (C) the date that is fifteen Business Days following receipt of such Termination Notice by the Breaching Party.

(f) If the Terminating Party delivers a Termination Notice prior to the application for the Final Order, such application will be postponed and will not be made until such time as is reasonable practicable after the earlier of (A) the date on which the matter to which such Termination Notice relates is cured; and (B) the date that is fifteen Business Days following receipt of such Termination Notice by the Breaching Party. For greater certainty, in the event the matter in which a Termination Notice relates is cured within the time period referred to herein, this Agreement may not be terminated as a result of such matter.

5.5 Satisfaction of Conditions

The conditions set forth in this Article 5 are conclusively deemed to have been satisfied, waived or released when, with the agreement of the Parties, the Arrangement Filings are filed under the BCBCA to give effect to the Arrangement.

ARTICLE 6
AGREEMENT AS TO DAMAGES AND OTHER ARRANGEMENTS

6.1 Westleaf Damages

If at any time after the execution of this Agreement and prior to its termination:

(a) if the WGBC Board of Directors or any committee of the WGBC Board of Directors fails to unanimously recommend or withdraws, amends, modifies or qualifies, publicly proposes or states its intention to do so, or fails to publicly reaffirm (without qualification) within five (5) days after having been requested in writing by Westleaf to do so, any of its recommendations, approvals or determinations referred to in Section 2.12, or takes no position or a neutral position with respect to an Acquisition Proposal in respect of WGBC for more than five (5) days after first learning of an Acquisition Proposal in respect of WGBC or takes any other action that is or becomes disclosed publicly and which can reasonably be interpreted to indicate that the WGBC Board of Directors or a committee of the WGBC Board of Directors does not unanimously support the Arrangement and this Agreement or does not unanimously believe that the Arrangement and this Agreement are in the best interest of WGBC and its security holders (in each case, a "**WGBC Change in Recommendation**"), or the WGBC Board of Directors or any committee of the WGBC Board of Directors resolves or proposes to take any of the foregoing actions;

(b) WGBC is in breach of any of its covenants or obligations in Section 3.4 in any material respect;

(c) the WGBC Board of Directors or any committee of the WGBC Board of Directors accepts, recommends, approves or enters into an agreement, understanding or letter of intent to implement a Superior Proposal;

(d) (i) WGBC is in breach of any of its representations or warranties made in this Agreement (without giving effect to any materiality qualifiers contained therein) which breach individually or in the aggregate causes or would reasonably be expected to cause a Material Adverse Change with respect to, or have a Material Adverse Effect on, WGBC or materially impedes or would reasonably be expected to materially impede the completion of the Arrangement, and WGBC fails to cure such breach within five Business Days after receipt of written notice thereof from Westleaf (except that no cure period shall be provided for a breach which by its nature cannot be cured and, in no event, shall any cure period extend beyond the Outside Date); or (ii) approval of the WGBC Resolution is not obtained by the WGBC Shareholders and WGBC Optionholders at the WGBC Meeting in accordance with the Interim Order, other than for reasons caused by, or as a result of, a breach by Westleaf of any of its representations or warranties or the failure of Westleaf to perform any of its covenants or agreements under this Agreement; or (iii) the Effective Time has not occurred by the Outside Date, provided that the failure of the Effective Time to so occur has not been caused by, or is a result of, a breach by Westleaf of any of its representations or warranties or the failure of Westleaf to perform any of its covenants or agreements under this Agreement, and:

(A) prior to such termination, an Acquisition Proposal in respect of WGBC is made or publicly announced by any Person other than Westleaf or any of its affiliates, or any Person (other than Westleaf or any of its any of its affiliates) shall have publicly announced an intention to do so; and

(B) within twelve (12) months following the date of such termination (x) an Acquisition Proposal (provided the Acquisition Proposal is the same Acquisition Proposal referred to in clause (A) above) is consummated or (y) WGBC or one or more of the WGBC Subsidiaries, directly or indirectly, in one or more transactions, enters into a contract in respect of an Acquisition Proposal, and the Acquisition Proposal is subsequently consummated,

each of the above being a "**Westleaf Damages Event**", then in the event of the termination of this Agreement pursuant to Section 8.1 WGBC shall pay to Westleaf (or to whom Westleaf may direct in writing) $3,400,000 (the "**Westleaf Termination Fee**") as liquidated damages in immediately available funds to an account designated by Westleaf, (X) if a Westleaf Damages Event described in Section 6.1(a) or (b) occurs, within two (2) Business Days of the termination of this Agreement due to the occurrence of such Westleaf Damages Events; (Y) if a Westleaf Damages Event described in Section 6.1(c) occurs, concurrently with the occurrence of such Westleaf Damages Event; or (Z) if a Westleaf Damages Event described in Section 6.1(d) occurs, on the consummation of the Acquisition Proposal referred to therein. Prior to payment of the Westleaf Termination Fee, WGBC shall be deemed to hold such applicable payment in trust for Westleaf. For greater certainty, Westleaf is not entitled to more than one payment of the Westleaf Termination Fee pursuant to this Section 6.1.

For purposes of this Section 6.1, the term "**Acquisition Proposal**" shall have the meaning assigned to such term in Section 1.1(c), except that references to "20% or more" shall be deemed to be references to 50% or more.

6.2 Liquidated Damages

WGBC acknowledges that the Westleaf Termination Fee set forth in Section 6.1 is a payment of liquidated damages which is a genuine pre-estimate of the damages which Westleaf will suffer or incur as a result of

the event giving rise to such damages and the resultant termination of this Agreement and is not a penalty. WGBC irrevocably waives any right it may have to raise as a defence that any such liquidated damages are excessive or punitive. For greater certainty, WGBC agrees that the payment of the amounts pursuant to Section 6.1 is the sole monetary remedy of Westleaf; provided, however, that this limitation shall not apply in the event of fraud or intentional breach of this Agreement by WGBC. Nothing herein shall preclude Westleaf from seeking injunctive relief to restrain any breach or threatened breach of the covenants or agreements set forth in this Agreement, the Confidentiality Agreement or otherwise to obtain specific performance of any of such act, covenants or agreements, without the necessity of posting bond or security in connection therewith.

6.3 WGBC Damages

If at any time after the execution of this Agreement and prior to its termination:

(a) if the Westleaf Board of Directors or any committee of the Westleaf Board of Directors fails to unanimously recommend or withdraws, amends, modifies or qualifies, publicly proposes or states its intention to do so, or fails to publicly reaffirm (without qualification) within five (5) days after having been requested in writing by Westleaf to do so, any of its recommendations, approvals or determinations referred to in Section 2.13, or takes no position or a neutral position with respect to an Acquisition Proposal in respect of Westleaf for more than five (5) days after first learning of an Acquisition Proposal in respect of Westleaf or takes any other action that is or becomes disclosed publicly and which can reasonably be interpreted to indicate that the Westleaf Board of Directors or a committee of the Westleaf Board of Directors does not unanimously support the Arrangement and this Agreement or does not unanimously believe that the Arrangement and this Agreement are in the best interest of Westleaf and its security holders (in each case, a "**Westleaf Change in Recommendation**"), or the Westleaf Board of Directors or any committee of the Westleaf Board of Directors resolves or proposes to take any of the foregoing actions;

(b) Westleaf is in breach of any of its covenants or obligations in Section 3.4 in any material respect;

(c) the Westleaf Board of Directors or any committee of the Westleaf Board of Directors accepts, recommends, approves or enters into an agreement, understanding or letter of intent to implement a Superior Proposal;

(d) (i) Westleaf is in breach of any of its representations or warranties made in this Agreement (without giving effect to any materiality qualifiers contained therein) which breach individually or in the aggregate causes or would reasonably be expected to cause a Material Adverse Change with respect to, or have a Material Adverse Effect on, Westleaf or materially impedes or would reasonably be expected to materially impede the completion of the Arrangement, and Westleaf fails to cure such breach within five Business Days after receipt of written notice thereof from WGBC (except that no cure period shall be provided for a breach which by its nature cannot be cured and, in no event, shall any cure period extend beyond the Outside Date); or (ii) approval of the Westleaf Resolution is not obtained by the Westleaf Shareholders at the Westleaf Meeting in accordance with the Interim Order, other than for reasons caused by, or as a result of, a breach by WGBC of any of its representations or warranties or the failure of WGBC to perform any of its covenants or agreements under this Agreement; or (iii) the Effective Time has not occurred by the Outside Date, provided that the failure of the Effective Time to so occur has not been caused by, or is a result of, a breach by WGBC of any of its representations or warranties

or the failure of WGBC to perform any of its covenants or agreements under this Agreement, and:

(A) prior to such termination, an Acquisition Proposal in respect of Westleaf is made or publicly announced by any Person other than WGBC or any of its affiliates, or any Person (other than WGBC or any of its any of its affiliates) shall have publicly announced an intention to do so; and

(B) within twelve (12) months following the date of such termination (x) an Acquisition Proposal (provided the Acquisition Proposal is the same Acquisition Proposal referred to in clause (A) above) is consummated or (y) Westleaf or one or more of the Westleaf Subsidiaries, directly or indirectly, in one or more transactions, enters into a contract in respect of an Acquisition Proposal, and the Acquisition Proposal is subsequently consummated,

each of the above being a "**WGBC Damages Event**", then in the event of the termination of this Agreement pursuant to Section 8.1 Westleaf shall pay to WGBC (or to whom WGBC may direct in writing) $3,400,000 (the "**WGBC Termination Fee**") as liquidated damages in immediately available funds to an account designated by WGBC, (X) if a WGBC Damages Event described in Section 6.3(a) or (b) occurs, within two (2) Business Days of the termination of this Agreement due to the occurrence of such WGBC Damages Events; (Y) if a WGBC Damages Event described in Section 6.3(c) occurs, concurrently with the occurrence of such WGBC Damages Event; or (Z) if a WGBC Damages Event described in Section 6.3(d) occurs, on the consummation of the Acquisition Proposal referred to therein. Prior to payment of the WGBC Termination Fee, Westleaf shall be deemed to hold such applicable payment in trust for WGBC. For greater certainty, WGBC is not entitled to more than one payment of the WGBC Termination Fee pursuant to this Section 6.3.

For purposes of this Section 6.3, the term "**Acquisition Proposal**" shall have the meaning assigned to such term in Section 1.1(c), except that references to "20% or more" shall be deemed to be references to 50% or more.

6.4 Liquidated Damages

Westleaf acknowledges that the WGBC Termination Fee set forth in Section 6.3 is a payment of liquidated damages which is a genuine pre-estimate of the damages which WGBC will suffer or incur as a result of the event giving rise to such damages and the resultant termination of this Agreement and is not a penalty. Westleaf irrevocably waives any right it may have to raise as a defence that any such liquidated damages are excessive or punitive. For greater certainty, Westleaf agrees that the payment of the amounts pursuant to Section 6.3 is the sole monetary remedy of WGBC; provided, however, that this limitation shall not apply in the event of fraud or intentional breach of this Agreement by Westleaf. Nothing herein shall preclude WGBC from seeking injunctive relief to restrain any breach or threatened breach of the covenants or agreements set forth in this Agreement, the Confidentiality Agreement or otherwise to obtain specific performance of any of such act, covenants or agreements, without the necessity of posting bond or security in connection therewith.

ARTICLE 7
AMENDMENT

7.1 Amendment

This Agreement and the Plan of Arrangement may at any time and from time to time (before or after receipt of approval of the WGBC Shareholders and WGBC Optionholders of the WGBC Resolution or the Westleaf Shareholders of the Westleaf Resolution): (a) be amended by written agreement of all of the Parties hereto; or (b) be amended in any way provided for in the Plan of Arrangement, subject to the Interim Order, the Final Order and Applicable Law, without further notice to or authorization on the part of their respective securityholders and any such amendment may, without limitation:

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

(b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;

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

(d) waive compliance with or modify any other conditions precedent contained herein;

provided that no such amendment reduces or materially adversely affects the consideration to be received by a WGBC Securityholder without approval by the affected securityholders given in the same manner as required for the approval of the Arrangement.

ARTICLE 8
TERMINATION

8.1 Termination

(a) This Agreement may be terminated at any time prior to the filing of the Arrangement Filings:

(i) by mutual written consent of WGBC and Westleaf;

(ii) as provided in Article 5;

(iii) by Westleaf upon the occurrence of a Westleaf Damages Event as provided in Section 6.1;

(iv) by WGBC upon the occurrence of a Westleaf Damages Event as provided in Section 6.1(c) (in accordance with Section 3.4(d)(viii) and provided WGBC has complied with its obligations set forth in Section 3.4(d)) and the payment by WGBC to Westleaf of the amount required by Section 6.1 has been made;

(v) by WGBC upon the occurrence of a WGBC Damages Event as provided in Section 6.3; and

(vi) by Westleaf upon the occurrence of a WGBC Damages Event as provided in Section 6.3(c) (in accordance with Section 3.4(d)(viii) and provided Westleaf has

complied with its obligations set forth in Section 3.4(d)) and the payment by Westleaf to WGBC of the amount required by Section 6.3 has been made.

(b) If this Agreement is terminated in accordance with the foregoing provisions of this Section 8.1, this Agreement shall forthwith become void and neither Party shall have any liability or further obligation to and of the Other Party hereunder except as provided in Sections 3.1(j), 2.2(b), 4.3 and Article 6 and each Party's obligations under the Confidentiality Agreement, which shall survive such termination, and provided that neither the termination of this Agreement nor anything contained in this Section 8.1(b) shall relieve either Party from any liability for any breach by it of this Agreement, including from any inaccuracy in any of its representations and warranties and any non-performance by it of its covenants made herein, prior to the date of such termination.

ARTICLE 9
CLOSING

9.1 Effective Date

The Effective Date shall be the date selected by WGBC and Westleaf which, in any event, shall not be later than ten Business Days following the later of: (i) approval of the WGBC Resolution by the WGBC Shareholders and WGBC Optionholders; and (ii) the approval of the Westleaf Resolution by the Westleaf Shareholders, and on such date the Effective Date shall occur in accordance with Sections 9.2 and 9.3.

9.2 Effect on Closing

On the Effective Date, as promptly as practicable after the satisfaction or, to the extent permitted hereunder, the waiver of the conditions set forth in Article 5, the Parties shall cause the Arrangement to be consummated by the filing of the Arrangement Filings and any other necessary documents prepared in accordance with the provisions of this Agreement and the BCBCA with the Registrar in accordance with the BCBCA, and at the Effective Time on the Effective Date, the Arrangement shall occur.

9.3 Place of Closing

Subject to the termination of this Agreement as provided in Article 8, the closing of the transactions contemplated by this Agreement as detailed in Section 9.2 (the "**Closing**") will take place at the offices of McCarthy Tétrault LLP, Suite 4000, 421-7th Avenue S.W., Calgary, Alberta, T2P 4K9 on the Effective Date.

9.4 Other Closing Matters

In addition to the other matters required to be delivered under the terms and conditions of this Agreement, each of WGBC and Westleaf shall deliver, at the Closing, such customary certificates, resolutions and other closing documents as may be required by the Other Party hereto, acting reasonably.

ARTICLE 10
NOTICES

10.1 Notices

All notices that may or are required to be given pursuant to any provision of this Agreement are to be given or made in writing and served personally, delivered by overnight courier or sent by email or facsimile transmission:

(a) in the case of WGBC, to:

We Grow BC Ltd.
[redacted]

Attention:
E-mail: [redacted]

with a copy to:

McCarthy Tétrault LLP
Suite 4000, 420 – 7th Avenue S.W.
Calgary, Alberta T2P 4K9

Attention:
E-mail: [redacted]

(b) in the case of Westleaf, to:

Westleaf Inc.
[redacted]

Attention:
E-mail: [redacted]

with a copy to:

Borden Ladner Gervais LLP
1900, 520 – 3rd Avenue SW
Calgary, AB T2P 0R3

Attention:
E-mail: [redacted]

or such other address as the Parties may, from time to time, advise the Other Party hereto by notice in writing. The date or time of receipt of any such notice will be deemed to be the date of delivery or facsimile transmission is received or a confirmation of receipt of email is received.

ARTICLE 11
GENERAL

11.1 Binding Effect

This Agreement shall be binding upon and enure to the benefit of the Parties hereto and their respective successors and permitted assigns.

11.2 Assignment

Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either Party hereto without the prior written consent of the Other Party hereto.

11.3 Public Communications

Each of the Parties agree to consult with the Other Party prior to issuing any press releases or otherwise making public statements with respect to this Agreement or the Arrangement or making any filing with any Governmental Authority with respect thereto. Without limiting the generality of the foregoing, no Party shall issue any press release regarding the Arrangement, this Agreement or any transaction relating to this Agreement without first providing a draft of such press release to the Other Party and reasonable opportunity for comment; provided, however, that the foregoing shall be subject to each Party's overriding obligation to make any such disclosure required in accordance with Applicable Laws. If such disclosure is required and the Other Party have not reviewed or commented on the disclosure, the Party making such disclosure shall use all commercially reasonable efforts to give prior oral or written notice to the Other Party, and if such prior notice is not possible, to give such notice promptly following such disclosure.

11.4 Costs

All fees, costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such cost or expense, whether or not the Arrangement is completed.

11.5 Severability

If any one or more of the provisions or parts thereof contained in this Agreement should be or become invalid, illegal or unenforceable in any respect, the remaining provisions or parts thereof contained herein shall be and shall be conclusively deemed to be severable therefrom and the validity, legality or enforceability of such remaining provisions or parts thereof shall not in any way be affected or impaired by the severance of the provisions or parts thereof severed. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

11.6 Further Assurances

Each of the Parties hereto shall, from time to time and at all times hereafter, at the request of the Other Party hereto, but without further consideration, do all such further acts, and execute and deliver all such further documents and instruments and provide all such further assurances as may be reasonably required in order to fully perform and carry out the terms and intent hereof.

11.7 Time of Essence

Time shall be of the essence of this Agreement.

11.8 Applicable Law and Enforcement

This Agreement shall be governed, including as to validity, interpretation and effect, by the Applicable Laws of the Province of Alberta and the Applicable Laws of Canada applicable therein. The Parties hereby irrevocably submit and attorn to the exclusive jurisdiction of the courts of the Province of Alberta in respect of all matters arising out of this Agreement. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is, accordingly, agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof in any court of the Province of Alberta having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity, subject to the provisions of this Agreement.

11.9 Waiver

Either Party may, on its own behalf only, (i) extend the time for the performance of any of the obligations or acts of the Other Party, (ii) waive compliance with the Other Party's agreements or the fulfillment of any conditions to its own obligations contained herein, or (iii) waive inaccuracies in the Other Party's representations or warranties contained herein or in any document delivered by the Other Party; provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of the Other Party and, unless otherwise provided in the written waiver, will be limited to the specific breach or condition waived.

11.10 Third Party Beneficiaries

(a) The provisions of Section 2.16 are: (i) intended for the benefit of all such present directors and officers of WGBC, as applicable, and shall be enforceable by each of such Persons and his or her heirs, executors, administrators and other legal representatives (collectively, the "**WGBC Third Party Beneficiaries**") and WGBC shall hold the rights and benefits of such section in trust for and on behalf of the WGBC Third Party Beneficiaries and Westleaf hereby accepts such trust and agrees to hold the benefit of and enforce performance of such covenants on behalf of the WGBC Third Party Beneficiaries; and (ii) are in addition to, and not in substitution for, any other rights that the WGBC Third Party Beneficiaries may have by Contract or otherwise.

(b) The provisions of Section 2.17 are: (i) intended for the benefit of all such present directors and officers of Westleaf, as applicable, and shall be enforceable by each of such Persons and his or her heirs, executors, administrators and other legal representatives (collectively, the "**Westleaf Third Party Beneficiaries**") and Westleaf shall hold the rights and benefits of such section in trust for and on behalf of the Westleaf Third Party Beneficiaries and WGBC hereby accepts such trust and agrees to hold the benefit of and enforce performance

of such covenants on behalf of the Westleaf Third Party Beneficiaries; and (ii) are in addition to, and not in substitution for, any other rights that the Westleaf Third Party Beneficiaries may have by Contract or otherwise.

[*Remainder of page left intentionally blank.*]

11.11 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument. Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by such party.

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

WE GROW BC LTD.

By: *"Long Trinh"*

Name: Long Trinh
Title: President

WESTLEAF INC.

By: *"Scott Hurd"*

Name: Scott Hurd
Title: President and Chief Executive Officer

EXHIBIT "A"
FORM OF WGBC VOTING AND SUPPORT

VOTING AND SUPPORT AGREEMENT

Dear Sir/Madam:

Re: Arrangement involving Westleaf Inc. and We Grow B.C. Ltd.

Reference is made to the arrangement agreement (the "**Arrangement Agreement**") between Westleaf Inc. ("**Westleaf**") and We Grow BC Ltd. (the "**Company**", and together with Westleaf, the "**Parties**"), which contemplates an arrangement under the *Business Corporations Act* (British Columbia) pursuant to which WGBC Shareholders (other than dissenting shareholders and holders of Class H Shares) will receive Westleaf Shares in exchange for each such holder's WGBC Shares and optionholders of WGBC will receive Westleaf Options in exchange for each such holder's WGBC Options (the "**Arrangement**"). All capitalized terms not defined herein shall have the meanings attributed thereto in the Arrangement Agreement.

We understand that you (the "**Company Shareholder**") beneficially own, directly or indirectly, or exercise control or direction over, the number or principal amount and class of securities of the Company set forth in your acceptance below (collectively, the "**Subject Securities**") which shall be deemed to include any WGBC Shares issued to the Company Shareholder after the date hereof pursuant to the exercise, conversion, vesting or settlement, as applicable, of any of such securities, all WGBC Shares otherwise acquired by the Company Shareholder after the date hereof (including those WGBC Shares issuable pursuant to the exercise of WGBC Options and those WGBC Shares acquired by or on behalf of the Company Shareholder) and all WGBC Options otherwise acquired by the WGBC Shareholder after the date hereof.

In consideration for the benefit that the Arrangement will confer upon the Company Shareholder, the Company Shareholder hereby agrees to be bound by the terms set forth in "*Terms of Lock-Up Agreement between Securityholders of Westleaf Inc. and We Grow B.C. Ltd.*", attached hereto and forming a part hereof.

Yours truly,

WE GROW BC LTD.

Per: _____

Name:
Position:

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Acceptance

The foregoing is hereby accepted as of and with effect from the ____ day of _____, 2019 and the undersigned hereby confirms that the undersigned beneficially owns, directly or indirectly, or exercises control or direction over the Subject Securities indicated below.

Witness	Name: Title:
	(insert number of WGBC Shares owned, controlled or directed)
	(insert number of WGBC Options owned, controlled or directed)
	(Address of Company Shareholder)
	(Address of Company Shareholder)
	(Phone number of Company Shareholder)
	(e-mail or facsimile number of Company Shareholder)

Terms of Lock-Up Agreement between Securityholders of Westleaf Inc. and We Grow B.C. Ltd.

1. Covenants of the Company Shareholder

By the acceptance of this letter agreement, the Company Shareholder hereby irrevocably and unconditionally agrees, from the date hereof until this letter agreement is terminated pursuant to Section 5 of this letter agreement:

(a) not to sell, assign, convey or otherwise transfer or dispose of any or all of the Subject Securities, provided that: (i) the foregoing restriction shall not prevent the Company Shareholder from converting or exercising any of the Subject Securities in accordance with their terms, or receiving any WGBC Shares; and (ii) the Company Shareholder may sell, assign, convey or otherwise transfer or dispose of any or all of the Subject Securities to a Related Person (as defined herein) provided that such Related Person enters into an agreement with the Company on the same terms as this letter agreement, or otherwise agrees with the Company to be bound by the provisions hereof or as otherwise consented to by the Company, acting reasonably. For the purposes hereof, "**Related Person**" means: (i) a spouse, parent, grandparent, brother, sister or child of the Company Shareholder; (ii) a company or family trust if all of the voting securities of such company are held by, or all the beneficiaries of such trust are, one or more of the persons referred to in clause (i); (iii) an "associate" or "affiliate" within the meaning of the *Securities Act* (Alberta) (the "**Securities Act**"); or (iv) a person whose securities are beneficially owned or controlled by the same persons that beneficially own or control the securities of the Company Shareholder;

(b) to do all such things and to take all such steps as may reasonably be required to be done or taken by the Company Shareholder to facilitate the completion of the Arrangement, including without limitation, to cause all of the Subject Securities to be:

(i) voted in favour of the WGBC Resolution (including by virtue of the Company Shareholder voting in favour of the WGBC Resolution as beneficial owner, directly or indirectly, of all such WGBC Shares); and

(ii) voted to oppose any proposed action by any person whatsoever which could prevent or delay the approval of the WGBC Resolution or the completion of the Arrangement;

(c) not to grant or agree to grant any proxy or other right to vote any of the Subject Securities (other than to grant or agree to grant: (i) a proxy to vote at any regularly held annual meeting of the Company with respect to matters that do not affect the Arrangement; or (ii) a proxy or voting instruction form to vote the Subject Securities in favour of the Arrangement in accordance with the terms this letter agreement), or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approval of any kind as to any of the Subject Securities (other than this letter agreement);

(d) not to, by action or omission, do anything from the date hereof until and including the completion of the Arrangement or termination of this letter agreement in accordance with Section 5 hereof that would result in the representations and warranties of the Company Shareholder set forth herein ceasing to be true and correct in all material respects;

(e) to promptly notify the Company upon any of the Company Shareholder's representations or warranties in this letter agreement becoming untrue or incorrect in any material respect during the period commencing on the date hereof and expiring at the earlier of the Effective Time and the termination of this letter agreement;

(f) not to solicit, initiate or encourage inquiries, submissions, proposals or offers from any other person relating to, or participate in any negotiations regarding, or furnish to any other person any information with respect to, or otherwise cooperate in any way with or assist or participate in or facilitate or encourage any effort or attempt with respect to: (i) any Acquisition Proposal, unless a Superior Proposal is offered or made to the Company Shareholder prior to completion of the Arrangement and the Arrangement Agreement is terminated in accordance with its terms, in which case the Company Shareholder shall be released from its obligation under this letter agreement in order to vote its WGBC Shares in favour of the Superior Proposal; or (ii) except as provided by the terms of this letter agreement, the direct or indirect acquisition or disposition of all or any of the Subject Securities;

(g) not to (i) exercise any Dissent Rights if applicable, or comparable rights of appraisal provided under any Applicable Laws or otherwise in connection with the Arrangement; (ii) contest in any way the approval of the Arrangement by any Governmental Authority; or (iii) take any other action of any kind, in each case which would reasonably be regarded as likely to reduce the success of, or materially delay or interfere with the completion of, the transactions contemplated by the Arrangement Agreement; and

(h) not to take any steps, including exercising any shareholder rights or remedies available at common law or pursuant to Applicable Laws or Applicable Canadian Securities Laws, that might be reasonably expected to delay, hinder, upset or challenge the Arrangement.

It is acknowledged that the covenants of the Company Shareholder set forth herein relate to the Company Shareholder acting solely in the capacity of a holder of the Subject Securities and not as a director or officer of the Company and nothing contained in this letter agreement will: (i) restrict, limit or prohibit the Company Shareholder or any representative thereof from exercising, in his or her capacity as a director or officer of the Company, his or her fiduciary duties to the Company under Applicable Laws; or (ii) require the Company Shareholder, in his or her capacity as an officer of the Company, to take any action in contravention of, or omit to take any action pursuant to, or otherwise take or refrain from taking any actions which are inconsistent with, instructions or directions of the Company's board of directors undertaken in the exercise of their fiduciary duties, including in each case, any action permitted by the Arrangement Agreement.

2. Representations and Warranties of the Company Shareholder

The Company Shareholder represents and warrants to the Company and hereby acknowledges that the Company is relying upon such representations and warranties, that at the date hereof:

(a) the Company Shareholder is the beneficial owner of, or exercises control or direction over, the Subject Securities and has the capacity, power, authority and right to enter into this letter agreement and, to the extent applicable, such Subject Securities are free and clear of any and all liens, pledges, mortgages, charges, claims, options, preferential rights of purchase, encumbrances, hypothecations or other burdens created by, through or under the Company Shareholder ("**Claims**"), other than Claims that do not and will not prevent the Company Shareholder from complying with its covenants hereunder;

(b) none of the Subject Securities are, or will be at the time of the WGBC Meeting, subject to any voting trust or voting agreement (other than this letter agreement), and there will not be any proxy (other than any proxy to vote at any regular meeting of the Company with respect to matters not affecting the Arrangement) in existence with respect to any of the Subject Securities except for any proxy given by the Company Shareholder for the purpose of fulfilling the Company Shareholder's obligations hereunder;

(c) no person has any agreement or option, or any right or privilege (whether by Applicable Laws, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities or any interest therein or right thereto (other than this letter agreement, the Arrangement Agreement or pursuant to the rights and conditions attaching to the Subject Securities);

(d) this letter agreement has been duly executed and delivered by the Company Shareholder, and assuming the due execution and delivery by the Company, constitutes a valid and binding obligation of the Company Shareholder enforceable against it in accordance with its terms subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other Applicable Laws relating to or affecting creditors' rights generally and to general principles of equity;

(e) there are no legal proceedings currently in progress or pending before any governmental entity or, to the Company Shareholder's knowledge, threatened against the Company Shareholder or any of such Company Shareholder's affiliates that would adversely affect in any manner the ability of the Company Shareholder to enter into this letter agreement and to perform its obligations hereunder or the title of the Company Shareholder to any of the Subject Securities, and there is no current and enforceable judgment, decree or order against the Company Shareholder that would adversely affect in any manner the ability of the Company Shareholder to enter into this letter agreement and to perform its obligations hereunder or the title of the Company Shareholder to any of the Subject Securities;

(f) no authorization, consent or approval from, or filing, registration, declaration or qualification with, or before, or giving notice to, any person is required to be obtained, given or made for the execution and delivery by the Company Shareholder of this letter agreement, the performance of the terms hereof by the Company Shareholder or the consummation of the transactions contemplated hereby by the Company Shareholder, except for those which have been (or will be with respect to consummation) duly and unconditionally obtained and are (or will be with respect to consummation) in full force and effect;

(g) neither the entering into of this letter agreement nor the performance by the Company Shareholder of any of the Company Shareholder's obligations under this letter agreement will constitute a breach of any agreement to which the Company Shareholder is a party or by which any of the Company Shareholder's assets or properties (including the Subject Securities) are bound; and

(h) there are and, at all times up to and including the date of the WGBC Meeting or there will be, no other restrictions on the Subject Securities which would prevent the Company Shareholder from voting any of the Subject Securities which are entitled to vote at the WGBC Meeting, in favour WGBC Resolution.

3. Representations, Warranties and Covenants of the Company

The Company hereby represents and warrants to, and covenants with, the Company Shareholder that:

(a) The Company is validly existing under the laws of the Province of British Columbia and is duly authorized to execute and deliver this letter agreement and the Arrangement Agreement; and

(b) upon acceptance by the Company Shareholder of this letter agreement and upon execution of the Arrangement Agreement, this letter agreement and the Arrangement Agreement will be valid and binding agreements, enforceable against the Company in accordance with their respective terms (subject to the usual exceptions as to bankruptcy, insolvency, reorganization,

moratorium and other laws relating to or affecting creditors' rights generally and the availability of equitable remedies), and neither the execution of this letter agreement and the Arrangement Agreement nor consummation by the Company of the transactions contemplated hereby will not constitute a violation of or default under, or conflict with, any restriction of any kind or any contract, commitment, agreement, understanding or arrangement to which the Company is a party or by which it is bound.

4. Expenses

The Company and the Company Shareholder agree to pay their own respective expenses incurred in connection with this letter agreement.

5. Termination

It is understood and agreed that the respective rights and obligations hereunder of the Company and the Company Shareholder shall cease and this letter agreement shall terminate on the earliest of: (a) the Effective Time; (b) the date that the Arrangement Agreement is terminated in accordance with its terms; (c) at such time as the Arrangement Agreement is amended, modified or supplemented in a manner that reduces the amount or changes the form of consideration (other than to increase, taking into consideration tax consequences, the total consideration the Company Shareholder will receive) pursuant to the Arrangement Agreement in respect of the Subject Securities; (d) the Outside Date; or (e) upon the mutual agreement of the Company Shareholder and the Company.

In the event of termination of this letter agreement, this letter agreement shall forthwith be of no further force and effect, except for Sections 4, 9, 10, 11 and 13 and this Section 5 which provisions shall survive the termination of this letter agreement and there shall be no liability on the part of either the Company Shareholder or the Company or any of its affiliates or associates, except to the extent that either such party is in default of its obligations herein contained.

6. Amendment

Except as expressly set forth herein, this letter agreement constitutes the entire agreement between the parties and may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by the parties hereto.

The Company Shareholder acknowledges and agrees that the Arrangement Agreement and the Arrangement may be amended and restated and any such amendment or amendment and restatement shall not in any way effect the obligations of the Company Shareholder hereunder, unless the Arrangement Agreement or Arrangement is amended, modified or supplemented in a manner materially adverse to the Company Shareholder, in which case this letter agreement will terminate in accordance with Section 5.

7. Assignment

No party to this letter agreement may assign any of its rights or obligations under this letter agreement without the prior written consent of the other party.

8. Notices

All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered or sent if delivered personally or sent by facsimile or e-mail transmission, or as of the following business day if sent by prepaid overnight courier, to the Company Shareholder at the address indicated on the signature page hereof and if to the

Company at the following addresses (or at such other addresses as shall be specified by any party hereto by notice to the other given in accordance with these provisions):

if to WGBC:	We Grow B.C. Ltd. [redacted] Attention: [redacted] E-mail: [redacted]
In each of the above cases, with a copy to (which shall not constitute notice):	McCarthy Tetrault LLP 421 7 Ave SW Calgary, AB T2P 4K9 Attention: [redacted] E-Mail: [redacted]

9. Disclosure

Prior to the first public disclosure of the existence and terms and conditions of this letter agreement, none of the parties hereto shall disclose the existence of this letter agreement, or any details hereof, to any person other than Westleaf or the Company, or their respective directors, officers and advisors, without the prior written consent of the other parties hereto, except to the extent required by Applicable Laws. The existence and terms and conditions of this letter agreement may be disclosed by Westleaf and the Company in any news release of Westleaf and/or the Company announcing the Arrangement, as applicable, and in any information circular of the Company delivered to Company Shareholders and prepared in respect of the WGBC Meeting.

10. Enurement

This letter agreement will be binding upon and enure to the benefit of the Company, the Company Shareholder and their respective executors, administrators, successors and permitted assigns.

11. Governing Law and Attornment

This letter agreement shall be governed by and construed in accordance with the Laws of the Province of Alberta and the federal Laws of Canada applicable therein and each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Alberta.

12. Time of the Essence

Time shall be of the essence of this letter agreement.

13. Remedies

The Company Shareholder agrees that if this letter agreement is breached, or if a breach hereof is threatened, damages may be an inadequate remedy, and therefore, without limiting any other remedy available at law or in equity, an injunction, restraining order, specific performance and other forms of equitable relief for damages, or any combination thereof shall be available to the Company.

14. Further Assurances

The Company Shareholder shall from time to time and at all times hereafter at the request of the Company but without further consideration, do and perform all such further acts, matters and things and execute and deliver all such further documents, deeds, assignments, agreements, notices and writings and give such further assurances as shall be reasonably required for the purpose of giving effect to this letter agreement.

15. Counterparts

This letter agreement may be signed in counterparts which together shall be deemed to constitute one valid and binding agreement and delivery of such counterparts may be effected by means of facsimile or scanned e-mail.

EXHIBIT "B"
FORM OF WESTLEAF VOTING AND SUPPORT AGREEMENT

VOTING AND SUPPORT AGREEMENT

Dear Sir/Madam:

Re: Arrangement involving Westleaf Inc. and We Grow B.C. Ltd.

Reference is made to the arrangement agreement (the "**Arrangement Agreement**") between We Grow B.C. Ltd. ("**WGBC**") and Westleaf Inc. (the "**Company**", and together with WGBC, the "**Parties**"), which contemplates an arrangement under the *Business Corporations Act* (British Columbia) pursuant to which WGBC Shareholders (other than dissenting shareholders and holders of Class H Shares) will receive Westleaf Shares in exchange for each such holder's WGBC Shares and optionholders of WGBC will receive Westleaf Options in exchange for each such holder's WGBC Options (the "**Arrangement**"). All capitalized terms not defined herein shall have the meanings attributed thereto in the Arrangement Agreement.

We understand that you (the "**Company Shareholder**") beneficially own, directly or indirectly, or exercise control or direction over, the number or principal amount and class of securities of the Company set forth in your acceptance below (collectively, the "**Subject Securities**") which shall be deemed to include any Westleaf Shares issued to the Company Shareholder after the date hereof pursuant to the exercise, conversion, vesting or settlement, as applicable, of any of such securities, all Westleaf Shares otherwise acquired by the Company Shareholder after the date hereof (including those Westleaf Shares issuable pursuant to the exercise of Westleaf Options and those Westleaf Shares acquired by or on behalf of the Company Shareholder) and all Westleaf Options otherwise acquired by the Westleaf Shareholder after the date hereof.

In consideration for the benefit that the Arrangement will confer upon the Company Shareholder, the Company Shareholder hereby agrees to be bound by the terms set forth in "*Terms of Lock-Up Agreement between Securityholders of Westleaf Inc. and We Grow B.C. Ltd.*", attached hereto and forming a part hereof.

Yours truly,

WESTLEAF INC.

Per: _____
Name:
Position:

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Acceptance

The foregoing is hereby accepted as of and with effect from the ____ day of _____, 2019 and the undersigned hereby confirms that the undersigned beneficially owns, directly or indirectly, or exercises control or direction over the Subject Securities indicated below.

Witness	Name: Title:
	(insert number of Westleaf Shares owned, controlled or directed)
	(insert number of Westleaf Options owned, controlled or directed)
	(Address of Company Shareholder)
	(Address of Company Shareholder)
	(Phone number of Company Shareholder)
	(e-mail or facsimile number of Company Shareholder)

Terms of Lock-Up Agreement between Securityholders of Westleaf Inc. and We Grow B.C. Ltd.

1. Covenants of the Company Shareholder

By the acceptance of this letter agreement, the Company Shareholder hereby irrevocably and unconditionally agrees, from the date hereof until this letter agreement is terminated pursuant to Section 5 of this letter agreement:

(a) not to sell, assign, convey or otherwise transfer or dispose of any or all of the Subject Securities, provided that: (i) the foregoing restriction shall not prevent the Company Shareholder from converting or exercising any of the Subject Securities in accordance with their terms, or receiving any Westleaf Shares; and (ii) the Company Shareholder may sell, assign, convey or otherwise transfer or dispose of any or all of the Subject Securities to a Related Person (as defined herein) provided that such Related Person enters into an agreement with the Company on the same terms as this letter agreement, or otherwise agrees with the Company to be bound by the provisions hereof or as otherwise consented to by the Company, acting reasonably. For the purposes hereof, "**Related Person**" means: (i) a spouse, parent, grandparent, brother, sister or child of the Company Shareholder; (ii) a company or family trust if all of the voting securities of such company are held by, or all the beneficiaries of such trust are, one or more of the persons referred to in clause (i); (iii) an "associate" or "affiliate" within the meaning of the *Securities Act* (Alberta) (the "**Securities Act**"); or (iv) a person whose securities are beneficially owned or controlled by the same persons that beneficially own or control the securities of the Company Shareholder;

(b) to do all such things and to take all such steps as may reasonably be required to be done or taken by the Company Shareholder to facilitate the completion of the Arrangement, including without limitation, to cause all of the Subject Securities to be:

(i) voted in favour of the Westleaf Resolution (including by virtue of the Company Shareholder voting in favour of the Westleaf Resolution as beneficial owner, directly or indirectly, of all such Westleaf Shares); and

(ii) voted to oppose any proposed action by any person whatsoever which could prevent or delay the approval of the Westleaf Resolution or the completion of the Arrangement;

(c) not to grant or agree to grant any proxy or other right to vote any of the Subject Securities (other than to grant or agree to grant: (i) a proxy to vote at any regularly held annual meeting of the Company with respect to matters that do not affect the Arrangement; or (ii) a proxy or voting instruction form to vote the Subject Securities in favour of the Arrangement in accordance with the terms this letter agreement), or enter into any voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approval of any kind as to any of the Subject Securities (other than this letter agreement);

(d) not to, by action or omission, do anything from the date hereof until and including the completion of the Arrangement or termination of this letter agreement in accordance with Section 5 hereof that would result in the representations and warranties of the Company Shareholder set forth herein ceasing to be true and correct in all material respects;

(e) to promptly notify the Company upon any of the Company Shareholder's representations or warranties in this letter agreement becoming untrue or incorrect in any material respect during the period commencing on the date hereof and expiring at the earlier of the Effective Time and the termination of this letter agreement;

(f) not to solicit, initiate or encourage inquiries, submissions, proposals or offers from any other person relating to, or participate in any negotiations regarding, or furnish to any other person any information with respect to, or otherwise cooperate in any way with or assist or participate in or facilitate or encourage any effort or attempt with respect to: (i) any Acquisition Proposal, unless a Superior Proposal is offered or made to the Company Shareholder prior to completion of the Arrangement and the Arrangement Agreement is terminated in accordance with its terms, in which case the Company Shareholder shall be released from its obligation under this letter agreement in order to vote its Westleaf Shares in favour of the Superior Proposal; or (ii) except as provided by the terms of this letter agreement, the direct or indirect acquisition or disposition of all or any of the Subject Securities;

(g) not to (i) exercise any Dissent Rights if applicable, or comparable rights of appraisal provided under any Applicable Laws or otherwise in connection with the Arrangement; (ii) contest in any way the approval of the Arrangement by any Governmental Authority; or (iii) take any other action of any kind, in each case which would reasonably be regarded as likely to reduce the success of, or materially delay or interfere with the completion of, the transactions contemplated by the Arrangement Agreement; and

(h) not to take any steps, including exercising any shareholder rights or remedies available at common law or pursuant to Applicable Laws or Applicable Canadian Securities Laws, that might be reasonably expected to delay, hinder, upset or challenge the Arrangement.

It is acknowledged that the covenants of the Company Shareholder set forth herein relate to the Company Shareholder acting solely in the capacity of a holder of the Subject Securities and not as a director or officer of the Company and nothing contained in this letter agreement will: (i) restrict, limit or prohibit the Company Shareholder or any representative thereof from exercising, in his or her capacity as a director or officer of the Company, his or her fiduciary duties to the Company under Applicable Laws; or (ii) require the Company Shareholder, in his or her capacity as an officer of the Company, to take any action in contravention of, or omit to take any action pursuant to, or otherwise take or refrain from taking any actions which are inconsistent with, instructions or directions of the Company's board of directors undertaken in the exercise of their fiduciary duties, including in each case, any action permitted by the Arrangement Agreement.

2. Representations and Warranties of the Company Shareholder

The Company Shareholder represents and warrants to the Company and hereby acknowledges that the Company is relying upon such representations and warranties, that at the date hereof:

(a) the Company Shareholder is the beneficial owner of, or exercises control or direction over, the Subject Securities and has the capacity, power, authority and right to enter into this letter agreement and, to the extent applicable, such Subject Securities are free and clear of any and all liens, pledges, mortgages, charges, claims, options, preferential rights of purchase, encumbrances, hypothecations or other burdens created by, through or under the Company Shareholder ("**Claims**"), other than Claims that do not and will not prevent the Company Shareholder from complying with its covenants hereunder;

(b) none of the Subject Securities are, or will be at the time of the Westleaf Meeting, subject to any voting trust or voting agreement (other than this letter agreement), and there will not be any proxy (other than any proxy to vote at any regular meeting of the Company with respect to matters not affecting the Arrangement) in existence with respect to any of the Subject Securities except for any proxy given by the Company Shareholder for the purpose of fulfilling the Company Shareholder's obligations hereunder;

(c) no person has any agreement or option, or any right or privilege (whether by Applicable Laws, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities or any interest therein or right thereto (other than this letter agreement, the Arrangement Agreement or pursuant to the rights and conditions attaching to the Subject Securities);

(d) this letter agreement has been duly executed and delivered by the Company Shareholder, and assuming the due execution and delivery by the Company, constitutes a valid and binding obligation of the Company Shareholder enforceable against it in accordance with its terms subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other Applicable Laws relating to or affecting creditors' rights generally and to general principles of equity;

(e) there are no legal proceedings currently in progress or pending before any governmental entity or, to the Company Shareholder's knowledge, threatened against the Company Shareholder or any of such Company Shareholder's affiliates that would adversely affect in any manner the ability of the Company Shareholder to enter into this letter agreement and to perform its obligations hereunder or the title of the Company Shareholder to any of the Subject Securities, and there is no current and enforceable judgment, decree or order against the Company Shareholder that would adversely affect in any manner the ability of the Company Shareholder to enter into this letter agreement and to perform its obligations hereunder or the title of the Company Shareholder to any of the Subject Securities;

(f) no authorization, consent or approval from, or filing, registration, declaration or qualification with, or before, or giving notice to, any person is required to be obtained, given or made for the execution and delivery by the Company Shareholder of this letter agreement, the performance of the terms hereof by the Company Shareholder or the consummation of the transactions contemplated hereby by the Company Shareholder, except for those which have been (or will be with respect to consummation) duly and unconditionally obtained and are (or will be with respect to consummation) in full force and effect;

(g) neither the entering into of this letter agreement nor the performance by the Company Shareholder of any of the Company Shareholder's obligations under this letter agreement will constitute a breach of any agreement to which the Company Shareholder is a party or by which any of the Company Shareholder's assets or properties (including the Subject Securities) are bound; and

(h) there are and, at all times up to and including the date of the Westleaf Meeting or there will be, no other restrictions on the Subject Securities which would prevent the Company Shareholder from voting any of the Subject Securities which are entitled to vote at the Westleaf Meeting, in favour Westleaf Resolution.

3. Representations, Warranties and Covenants of the Company

The Company hereby represents and warrants to, and covenants with, the Company Shareholder that:

(a) The Company is validly existing under the laws of the Province of Alberta and is duly authorized to execute and deliver this letter agreement and the Arrangement Agreement; and

(b) upon acceptance by the Company Shareholder of this letter agreement and upon execution of the Arrangement Agreement, this letter agreement and the Arrangement Agreement will be valid and binding agreements, enforceable against the Company in accordance with their respective terms (subject to the usual exceptions as to bankruptcy, insolvency, reorganization,

moratorium and other laws relating to or affecting creditors' rights generally and the availability of equitable remedies), and neither the execution of this letter agreement and the Arrangement Agreement nor consummation by the Company of the transactions contemplated hereby will not constitute a violation of or default under, or conflict with, any restriction of any kind or any contract, commitment, agreement, understanding or arrangement to which the Company is a party or by which it is bound.

4. Expenses

The Company and the Company Shareholder agree to pay their own respective expenses incurred in connection with this letter agreement.

5. Termination

It is understood and agreed that the respective rights and obligations hereunder of the Company and the Company Shareholder shall cease and this letter agreement shall terminate on the earliest of: (a) the Effective Time; (b) the date that the Arrangement Agreement is terminated in accordance with its terms; (c) at such time as the Arrangement Agreement is amended, modified or supplemented in a manner that reduces the amount or changes the form of consideration (other than to increase, taking into consideration tax consequences, the total consideration the Company Shareholder will receive) pursuant to the Arrangement Agreement in respect of the Subject Securities; (d) the Outside Date; or (e) upon the mutual agreement of the Company Shareholder and the Company.

In the event of termination of this letter agreement, this letter agreement shall forthwith be of no further force and effect, except for Sections 4, 9, 10, 11 and 13 and this Section 5 which provisions shall survive the termination of this letter agreement and there shall be no liability on the part of either the Company Shareholder or the Company or any of its affiliates or associates, except to the extent that either such party is in default of its obligations herein contained.

6. Amendment

Except as expressly set forth herein, this letter agreement constitutes the entire agreement between the parties and may not be modified, amended, altered or supplemented except upon the execution and delivery of a written agreement executed by the parties hereto.

The Company Shareholder acknowledges and agrees that the Arrangement Agreement and the Arrangement may be amended and restated and any such amendment or amendment and restatement shall not in any way effect the obligations of the Company Shareholder hereunder, unless the Arrangement Agreement or Arrangement is amended, modified or supplemented in a manner materially adverse to the Company Shareholder, in which case this letter agreement will terminate in accordance with Section 5.

7. Assignment

No party to this letter agreement may assign any of its rights or obligations under this letter agreement without the prior written consent of the other party.

8. Notices

All notices and other communications given or made pursuant hereto shall be in writing and shall be deemed to have been duly given or made as of the date delivered or sent if delivered personally or sent by facsimile or e-mail transmission, or as of the following business day if sent by prepaid overnight courier, to the Company Shareholder at the address indicated on the signature page hereof and if to the

Company at the following addresses (or at such other addresses as shall be specified by any party hereto by notice to the other given in accordance with these provisions):

if to Westleaf:	Westleaf Inc. [redacted] Attention: [redacted] E-mail: [redacted]
In each of the above cases, with a copy to (which shall not constitute notice):	Borden Ladner Gervais LLP 1900, 520 3rd Ave SW Calgary, AB T2P 0R3 Attention: [redacted] E-mail: [redacted]

9. Disclosure

Prior to the first public disclosure of the existence and terms and conditions of this letter agreement, none of the parties hereto shall disclose the existence of this letter agreement, or any details hereof, to any person other than WGBC or the Company, or their respective directors, officers and advisors, without the prior written consent of the other parties hereto, except to the extent required by Applicable Laws. The existence and terms and conditions of this letter agreement may be disclosed by WGBC and the Company in any news release of WGBC and/or the Company announcing the Arrangement, as applicable, and in any information circular of the Company delivered to Company Shareholders and prepared in respect of the Westleaf Meeting.

10. Enurement

This letter agreement will be binding upon and enure to the benefit of the Company, the Company Shareholder and their respective executors, administrators, successors and permitted assigns.

11. Governing Law and Attornment

This letter agreement shall be governed by and construed in accordance with the Laws of the Province of Alberta and the federal Laws of Canada applicable therein and each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Alberta.

12. Time of the Essence

Time shall be of the essence of this letter agreement.

13. Remedies

The Company Shareholder agrees that if this letter agreement is breached, or if a breach hereof is threatened, damages may be an inadequate remedy, and therefore, without limiting any other remedy available at law or in equity, an injunction, restraining order, specific performance and other forms of equitable relief for damages, or any combination thereof shall be available to the Company.

14. Further Assurances

The Company Shareholder shall from time to time and at all times hereafter at the request of the Company but without further consideration, do and perform all such further acts, matters and things and execute and deliver all such further documents, deeds, assignments, agreements, notices and writings and give such further assurances as shall be reasonably required for the purpose of giving effect to this letter agreement.

15. Counterparts

This letter agreement may be signed in counterparts which together shall be deemed to constitute one valid and binding agreement and delivery of such counterparts may be effected by means of facsimile or scanned e-mail.

EXHIBIT "C"
PLAN OF ARRANGEMENT

PLAN OF ARRANGEMENT UNDER DIVISION 5 OF PART 9
OF THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

ARTICLE 1
INTERPRETATION

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

"**Applicable Laws**" in the context that refers to one or more Persons, means any domestic or foreign, federal, state, provincial or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority, and any terms and conditions of any grant of approval, permission, authority or license of any Governmental Authority, that is binding upon or applicable to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Person having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities;

"**Arrangement**", "**herein**", "**hereof**", "**hereto**", "**hereunder**" and similar expressions means the arrangement under Division 5 of Part 9 of the BCBCA, on the terms and conditions set forth in the Arrangement Agreement and this Plan of Arrangement, subject to any amendment or supplement thereto made in accordance therewith or at the direction of the Court in the Final Order with the prior written consent of the Parties, each acting reasonably;

"**Arrangement Agreement**" means the arrangement agreement between Westleaf and WGBC dated November 7, 2019, as the same may be amended, amended and restated, modified or supplemented at any time or from time to time in accordance with the terms thereof;

"**Arrangement Filings**" means the filings in respect of the Arrangement required under Section 292 of the BCBCA to be sent to the Registrar for filing after the Final Order has been made;

"**BCBCA**" means the *Business Corporations Act* (British Columbia), SBC 2002, c 57, as amended, including the regulations promulgated thereunder;

"**Business Day**" means a day other than a Saturday, Sunday or other than a day when banks in the City of Calgary, Alberta are not generally open for business;

"**Class C Shares**" means the Class "C" Voting Common Participating Shares in the capital of WGBC;

"**Class H Shares**" means the Class "H" Non-Voting Common Participating Shares in the capital of WGBC;

"**Court**" means the Supreme Court of British Columbia;

"**Depositary**" means Computershare Trust Company of Canada, or such other trust company that may be appointed by Westleaf and WGBC for the purpose of receiving deposits of certificates representing WGBC Shares in connection with the Arrangement and as set out in the Letter of Transmittal;

"**Dissent Rights**" means the rights of dissent exercisable by the WGBC Shareholders only in respect of the WGBC Resolution, to the extent considered at the WGBC Meeting as set forth in Section 4.1;

"**Dissenting Shareholders**" means a registered holder of WGBC Shares who has validly exercised his, her or its Dissent Rights and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights, but only in respect of the WGBC Shares in respect of which Dissent Rights are validly exercised by such registered holder of WGBC Shares, as applicable;

"**Effective Date**" means the date the Arrangement Filings are filed with the Registrar;

"**Effective Time**" means 12:01 a.m. on the Effective Date, or such other time as the Parties agree to in writing before the Effective Date;

"**Exchange Ratio**" means, as applicable, 4.264 Westleaf Shares for each WGBC Share or 4.264 Westleaf Options for each WGBC Option;

"**Final Order**" means the final order of the Court pursuant to Section 291 of the BCBCA, in a form acceptable to Westleaf and WGBC, each acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of both Westleaf and WGBC, each acting reasonably) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to both Westleaf and WGBC, each acting reasonably) on appeal;

"**Governmental Authority**" means any:

(i) multinational, federal, provincial, state, regional, municipal, local or other government or any governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, ministry or agency, domestic or foreign;

(ii) any subdivision, agent, commission, board or authority of any of the foregoing;

(iii) any quasi-governmental or private body exercising any regulatory, expropriation or Governmental Authority under or for the account of any of the foregoing; and

(iv) any stock exchange;

"**Hold Period**" has the meaning ascribed thereto in Section 3.1(h);

"**Interim Order**" means the interim order of the Court pursuant to Section 291 of the BCBCA, in a form acceptable to Westleaf and WGBC, each acting reasonably, providing for, among other things, the calling and holding of the WGBC Meeting, as such order may be amended by the Court with the consent of Westleaf and WGBC, each acting reasonably;

"**Letter of Transmittal**" means the letter of transmittal pursuant to which the WGBC Shareholders are required to deliver certificates representing WGBC Shares and other required documents to the Depositary in order to receive the Westleaf Shares issuable to them pursuant to the Arrangement;

"**Parties**" means Westleaf and WGBC, and "**Party**" means any one of them;

"**Person**" includes any individual, firm, partnership, joint venture, venture capital fund, association, trust, trustee, executor, administrator, legal personal representative, estate group, body corporate, corporation, unincorporated association or organization, Governmental Authority, syndicate or other entity, whether or not having legal status;

"**Plan of Arrangement**" means this plan of arrangement and any amendments or variations to such plan made in accordance with the Arrangement Agreement and this plan of arrangement or made at the direction of the Court in the Final Order with the prior written consent of WGBC and Westleaf, each acting reasonably

"**Registrar**" means the Registrar of Companies for the Province of British Columbia appointed under Section 400 of the BCBCA;

"**Tax Act**" means the *Income Tax Act* (Canada), R.S.C. 1985, c. 1 (5th Supp.);

"**Westleaf**" means Westleaf Inc., a corporation currently existing under the laws of the Province of Alberta;

"**Westleaf Option Plan**" means the Westleaf stock option plan in effect on the date hereof and the agreements entered into thereunder;

"**Westleaf Options**" means options granted pursuant to the Westleaf Option Plan;

"**Westleaf Replacement Warrants**" means the warrants to purchase Westleaf Shares issued in exchange for WGBC Warrants in accordance with this Plan of Arrangement;

"**Westleaf Shares**" means common shares in the capital of Westleaf;

"**WGBC**" means We Grow BC Ltd., a corporation incorporated under the laws of the Province of British Columbia;

"**WGBC Financing**" means the private placement financing of WGBC Subscription Receipts for gross proceeds of not less than $3,000,000, to be completed prior to or concurrently with closing of the Arrangement, with each WGBC Subscription Receipt issued thereunder entitling the holder to one WGBC Unit upon the conversion of each WGBC Subscription Receipt as contemplated in the subscription receipt agreement entered into by WGBC in connection with the issuance of the WGBC Subscription Receipts;

"**WGBC Meeting**" means the special meeting of the WGBC Shareholders and the WGBC Optionholders, including any adjournment or postponement of such special meeting in accordance with the terms of the Arrangement Agreement, to be held to consider the WGBC Resolution and related matters, and any adjournment(s) thereof;

"**WGBC Optionholder**" means a holder of WGBC Options;

"**WGBC Options**" means options granted at the discretion of the WGBC board of directors;

"**WGBC Resolution**" means the special resolution of the WGBC Shareholders and the WGBC Optionholders approving the Arrangement, as required by Applicable Laws;

"**WGBC Securityholders**" means together, the WGBC Shareholders and the WGBC Optionholders;

"**WGBC Shareholders**" means the holders of WGBC Shares;

"**WGBC Shares**" means all the issued and outstanding shares in the capital of WGBC;

"**WGBC Subscription Receipts**" means the subscription receipts of WGBC;

"**WGBC Units**" means the units of WGBC issued upon the conversion of the WGBC Subscription Receipts, with each WGBC Unit consisting of one Class C Share and one-half of one WGBC Warrant;

"**WGBC Warrantholder**" means a holder of WGBC Warrants; and

"**WGBC Warrants**" means the common share purchase warrants of WGBC, each whole WGBC Warrant exercisable to purchase one Class C Share.

1.2 In this Plan of Arrangement, unless otherwise expressly stated:

(a) the division of this Plan of Arrangement into articles, sections and subsections and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Plan of Arrangement;

(b) the words "hereunder", "hereof" and similar expressions refer to this Plan of Arrangement and not to any particular article, section or subsection and references to "articles", "sections" and "subsections" are to articles, sections and subsections of this Plan of Arrangement;

(c) words importing the singular include the plural and vice versa, and words importing gender include all genders;

(d) the word "including" shall not be exclusive, but shall mean "includes" or "including, without limiting the generality of the foregoing";

(e) references to sums of money are expressed in lawful money of Canada; and

(f) to any statute or sections thereof referenced herein shall include such statute as amended or substituted and any regulations promulgated thereunder.

ARTICLE 2
ARRANGEMENT AGREEMENT

2.1 This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement and constitutes an arrangement referred to in Division 5 of Part 9 of the BCBCA.

2.2 This Plan of Arrangement, upon the filing of the Arrangement Filings will become effective on, and will be binding on and after, the Effective Time, without any further act or formality required on the part of any Person, on: (a) Westleaf; (b) WGBC; and (c) all registered and all beneficial WGBC Securityholders (including, for greater certainty, Dissenting Shareholders), all registered and beneficial WGBC Warrantholders, the Depositary and all other Persons.

ARTICLE 3
ARRANGEMENT

3.1 Commencing at the Effective Time, each of the events set out below shall occur and shall be deemed to occur in the following sequential order without any further act or formality except as otherwise provided herein:

(a) each of the WGBC Shares held by Dissenting Shareholders in respect of which Dissent Rights have been validly exercised shall be deemed to have been transferred without any further act or formality to Westleaf (free and clear of all liens) in consideration for a debt claim against Westleaf in the amount determined under Article 4, if any, less applicable withholdings, and:

(i) such Dissenting Shareholders shall cease to be the holders of such WGBC Shares and to have any rights as holders of such WGBC Shares, other than the right to be paid fair value for such WGBC Shares as set out in section 4.1;

(ii) such Dissenting Shareholders' names shall be deemed to be removed as the holders of such WGBC Shares from the registers of WGBC Shares maintained by or on behalf of WGBC;

(iii) such Dissenting Shareholder shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer and assign each such WGBC Shares; and

(iv) Westleaf shall be deemed to be the transferee of such WGBC Shares, free and clear of all liens, and shall be entered in the registers of WGBC Shares maintained by or on behalf of WGBC;

(b) each WGBC Share held by WGBC Shareholders (other than the Class H Shares or any WGBC Shares held by Dissenting Shareholders transferred to Westleaf pursuant to Section 3.1(a)) shall, as of the Effective Time, be transferred to Westleaf and each such WGBC Shareholder shall exchange such WGBC Shares for Westleaf Shares and shall receive that number of fully paid and non-assessable Westleaf Shares: (i) in the case of such WGBC Shares that are not Class C Shares, equal to the product determined by multiplying the number of WGBC Shares held by such shareholder by the Exchange Ratio, and (ii) in the case of such WGBC Shares that are Class C Shares, on a one-for-one basis;

(c) the registered holders of WGBC Shares that are not Class H Shares (other than Westleaf in respect of WGBC Shares acquired pursuant to subsection 3.1(b) and Dissenting Shareholders) shall be deemed to be the registered holders of the Westleaf Shares to which they are entitled pursuant to the aforementioned exchange and calculated in accordance with the provisions hereof and the holders of share certificates representing such WGBC Shares may surrender such certificates to the Depositary for cancellation, along with a duly completed Letter of Transmittal, and, upon such surrender and cancellation, shall be entitled to receive share certificates representing the number of Westleaf Shares to which they are so entitled pursuant to the aforementioned exchange;

(d) each holder of WGBC Options shall exchange such WGBC Options for Westleaf Options pursuant to the Arrangement and shall, pursuant to the Arrangement, receive that number of Westleaf Options equal to the product determined by multiplying the number of WGBC

Options held by such holder by the Exchange Ratio, and such WGBC Options shall be cancelled;

(e) each holder of WGBC Warrants shall exchange such WGBC Warrants for Westleaf Replacement Warrants on a one-for-one basis pursuant to the Arrangement, and such WGBC Warrants shall be cancelled;

(f) the registered holders of WGBC Options and WGBC Warrants shall be deemed to be the registered holders of the Westleaf Options and Westleaf Replacement Warrants to which they are entitled pursuant to the aforementioned exchange and calculated in accordance with the provisions hereof and the holders of instruments representing such WGBC Options and WGBC Warrants may surrender such instruments to Westleaf, and, upon such surrender and cancellation, shall be entitled to receive instruments representing the number of Westleaf Options and Westleaf Replacement Warrants to which they are so entitled pursuant to the aforementioned exchange;

(g) the per share exercise price for each Westleaf Share issuable upon exercise of each Westleaf Option to be issued in exchange for each WGBC Option shall be (rounded up to the nearest whole cent) equal to (i) the exercise price per WGBC Share of such WGBC Option immediately prior to such time, divided by (ii) the Exchange Ratio, rounding the resulting exercise price up to the nearest whole cent. All other terms and conditions applicable to each WGBC Option, including the terms of expiry and conditions to and manner of exercising shall remain substantially the same, subject to the terms and conditions of the Westleaf Option Plan, provided however that Westleaf's board of directors or a committee thereof shall have authority and responsibility with respect to such Westleaf Options. Notwithstanding the foregoing, the exchange of WGBC Options effected by subsections 3.1(d) are intended to occur on a tax-deferred basis under subsection 7(1.4) of the Tax Act for holders who acquired their WGBC Options pursuant to section 7 of the Tax Act and Westleaf and the former holders of WGBC Options and WGBC Warrants shall make such adjustment to the foregoing if required to qualify for such treatment;

(h) in addition to any resale restrictions required under Applicable Laws that are applicable to the Westleaf Shares, any Westleaf Shares: (i) issued in exchange for WGBC Shares pursuant to subsection 3.1(b) (other than Westleaf Shares issued in exchange for Class C Shares or on the exercise of Westleaf Replacement Warrants issued in exchange for WGBC Warrants); or (ii) issuable on the exercise of Westleaf Options issued in exchange for WGBC Options pursuant to subsection 3.1(d), will be subject to a hold period from the Effective Date (the "**Hold Period**"), whereby 10% of such Westleaf Shares will be released on the Effective Date, 30% of such Westleaf Shares will be released from the Hold Period on the date that is six months from the Effective Date, 30% of such Westleaf Shares will be released from the Hold Period on the date that is nine months from the Effective Date and the remaining 30% of such Westleaf Shares will be release from the Hold Period on the date that is 12 months from the Effective Date. During the Hold Period, the holders of the Westleaf Shares subject to the Hold Period shall not be permitted to trade or otherwise sell or dispose of such Westleaf Shares without the express written consent of Westleaf. The certificates representing such Westleaf Shares will bear a legend substantially in the following form:

"THE SECURITIES REPRESENTED HEREBY SHALL BE SUBJECT TO A HOLD PERIOD ("HOLD PERIOD") AND SHALL NOT BE OFFERED, SOLD, PLEDGED OR

OTHERWISE TRANSFERRED UNTIL THE HOLD PERIOD EXPIRES AS FOLLOWS: (A) 10% OF THE SECURITIES REPRESENTED HEREBY WILL BE RELEASED FROM THE HOLD PERIOD ON [INSERT EFFECTIVE DATE] (THE "EFFECTIVE DATE"); (B) 30% OF THE SECURITIES REPRESENTED HEREBY WILL BE RELEASED FROM THE HOLD PERIOD ON THE DATE THAT IS SIX MONTHS FROM THE EFFECTIVE DATE; (C) 30% OF THE SECURITIES REPRESENTED HEREBY WILL BE RELEASED FROM THE HOLD PERIOD ON THE DATE THAT IS NINE MONTHS FROM THE EFFECTIVE DATE; AND (D) 30% OF THE SECURITIES REPRESENTED HEREBY WILL BE RELEASED FROM THE HOLD PERIOD ON THE DATE THAT IS 12 MONTHS FROM THE EFFECTIVE DATE, PROVIDED THAT THE SECURITIES REPRESENTED HEREBY MAY BE RELEASED FROM THE HOLD PERIOD AT SUCH EARLIER TIMES AS MAY BE CONSENTED TO BY THE COMPANY IN WRITING";

(i) Westleaf shall add to the stated capital maintained in respect of the Westleaf Shares an amount equal to the aggregate paid-up capital for purposes of the Tax Act of the WGBC Shares immediately prior to the Arrangement (less the paid-up capital of any WGBC Shares held by Dissenting Shareholders of holders of Class H Shares who do not exchange their WGBC Shares for Westleaf Shares on the Arrangement); and

(j) any certificate formerly representing WGBC Shares which is not deposited with the Depositary on or prior to the third (3rd) anniversary of the Effective Date shall cease to represent a right or claim of any kind or nature whatsoever and shall be deemed to be surrendered to Westleaf together with all dividends paid or distributions made thereon held for such holder.

3.2 The Parties shall make the appropriate entries in their respective securities registers to reflect the matters referred to in section 3.1.

3.3 With respect to each WGBC Shareholder (other than Westleaf in respect of WGBC Shares acquired pursuant to subsection 3.1(b), any Dissenting Shareholders and other than with respect to Class H Shares) at the Effective Time, upon the transfer of each WGBC Share pursuant to subsection 3.1(b):

(a) each such WGBC Shareholder shall cease to be a holder of the WGBC Share so transferred and the name of such WGBC Shareholder shall be removed from the register of holders of WGBC Shares as it relates to the WGBC Share so transferred;

(b) Westleaf shall be added to the register of holders of WGBC Shares as it relates to the WGBC Share so transferred to Westleaf; and

(c) Westleaf shall allot and issue to such WGBC Shareholder the number of Westleaf Shares issuable to such WGBC Shareholder on the basis set forth in subsection 3.1(b) and the name of such WGBC Shareholder shall be added to the register of holders of Westleaf Shares.

3.4 With respect to each WGBC Optionholder at the Effective Time, upon the transfer of each WGBC Option pursuant to subsection 3.1(d):

(a) each such WGBC Optionholder shall cease to be a holder of the WGBC Option so transferred and the name of such WGBC Optionholder shall be removed from the register of holders of WGBC Options as it relates to the WGBC Option so transferred; and

(b) Westleaf shall issue to such WGBC Optionholder the number of Westleaf Options issuable to such WGBC Optionholder on the basis set forth in subsection 3.1(d) and the name of such WGBC Optionholder shall be added to the register of holders of Westleaf Options.

3.5 With respect to each WGBC Warrantholder at the Effective Time, upon the transfer of each WGBC Warrant pursuant to subsection 3.1(e):

(a) each such WGBC Warrantholder shall cease to be a holder of the WGBC Warrant so transferred and the name of such WGBC Warrantholder shall be removed from the register of holders of WGBC Warrant as it relates to the WGBC Warrant so transferred; and

(b) Westleaf shall issue to such WGBC Warrantholder the number of Westleaf Replacement Warrants issuable to such WGBC Warrantholder on the basis set forth in subsection 3.1(e) and the name of such WGBC Warrantholder shall be added to the register of holders of Westleaf Replacement Warrants.

ARTICLE 4
DISSENT RIGHTS

4.1 Each registered holder of WGBC Shares may exercise Dissent Rights in connection with the Arrangement pursuant to and in strict compliance with the manner set forth in Division 2 of Part 8 of the BCBCA, as modified by the Interim Order and this section 4.1; provided that, notwithstanding subsection 242(1)(a) of the BCBCA, the written objection to the WGBC Resolution referred to in subsection 242(1)(a) of the BCBCA must be received by WGBC not later than 5:00 p.m. (Calgary time) two Business Days immediately preceding the date of the WGBC Meeting (as it may be adjourned or postponed from time to time). Dissenting Shareholders who duly exercise their Dissent Rights shall be deemed to have transferred the WGBC Shares held by them and in respect of which Dissent Rights have been validly exercised to Westleaf free and clear of all liens, as provided in subsection 3.1(a) and if they:

(a) ultimately are entitled to be paid fair value for such WGBC Shares: (i) shall be deemed not to have participated in the transactions in Article 3 (other than subsection 3.1(a)); (ii) will be entitled to be paid the fair value of such WGBC Shares by Westleaf, which fair value, notwithstanding anything to the contrary contained in Division 2 of Part 8 of the BCBCA, shall be determined as of the close of business on the day before the WGBC Resolution was adopted; and (iii) will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights in respect of such WGBC Shares; or

(b) ultimately are not entitled, for any reason, to be paid fair value for such WGBC Shares shall be deemed to have participated in the Arrangement as of the Effective Time on the same basis as a non-dissenting holder of WGBC Shares as described in subsection 3.1(b) and shall be entitled to receive only the consideration contemplated in subsection 3.1(b) that such WGBC Shareholder would have received pursuant to the Arrangement if such WGBC Shareholder had not exercised Dissent Rights.

4.2 In no circumstances shall Westleaf, WGBC or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is the registered holder of those WGBC Shares in respect of which such rights are sought to be exercised or was the registered holder of such WGBC Shares immediately prior to the Effective Time.

4.3 For greater certainty, in no case shall Westleaf, WGBC or any other Person be required to recognize Dissenting Shareholders as holders of WGBC Shares in respect of which Dissent Rights have been validly exercised after the completion of the transfers under subsection 3.1(a) and the names of such Dissenting Shareholders shall be removed from the registers of holders of the WGBC Shares in respect of which Dissent Rights have been validly exercised. In addition to any other restrictions under Division 2 of Part 8 of the BCBCA: (i) WGBC Shareholders who vote or have instructed a proxyholder to vote its WGBC Shares in favour of the WGBC Resolution shall not be entitled to exercise Dissent Rights; and (ii) a WGBC Shareholder may only exercise Dissent Rights in respect of the entirety of the WGBC Shares it holds.

ARTICLE 5
CLOSING PROCEDURES

5.1 From and after the Effective Time, certificates representing WGBC Shares (other than any Class H Shares) shall represent only the right to receive the consideration to which the holder of such WGBC Share is entitled under the Arrangement.

5.2 Westleaf shall cause the Depositary to, as soon as practicable following the later of the Effective Date and the date of deposit by a former holder of WGBC Shares (other than Class H Shares) of (i) a duly completed Letter of Transmittal and (ii) the certificates representing such WGBC Shares and such other documents and instruments as the Depositary may reasonably require, either:

(a) forward or cause to be forwarded by first class mail (postage prepaid) to such former holder at the address specified in the Letter of Transmittal; or

(b) if requested by such holder in the Letter of Transmittal, make available or cause to be made available at the Depositary for pickup by such holder,

the certificates for Westleaf Shares which such holder has the right to receive pursuant to the Arrangement, net of any applicable withholding taxes.

5.3 Westleaf's transfer agent shall register Westleaf Shares in the name of each former WGBC Shareholder entitled thereto or as otherwise instructed in the Letter of Transmittal deposited by such former WGBC Shareholder and shall deliver such shares in accordance with section 5.2 and the terms and conditions of the Letter of Transmittal.

5.4 Westleaf and the Depositary shall be entitled to deduct and withhold from any consideration or amount payable to any Person such amounts as Westleaf or the Depositary, as the case may be, is required or permitted to deduct and withhold with respect to such consideration or payment under the Tax Act, the United States Internal Revenue Code of 1986 or any provision of federal, provincial, territorial, state, local or foreign tax law. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Person in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate governmental authority. To the extent that the amount so required to be deducted or withheld from any payment to a Person exceeds the consideration otherwise payable to the Person, Westleaf and the Depositary are hereby authorized to sell or otherwise dispose of any property or amount otherwise payable to such Person to the extent necessary to provide sufficient funds to Westleaf or the Depositary, as the case may be, to enable it to comply with such deduction or withholding requirement and Westleaf or the Depositary shall remit to such Person any unapplied balance of the net proceeds of such sale.

5.5 If any certificate which immediately prior to the Effective Time represented an interest in outstanding WGBC Shares (other than Class H Shares) has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to have been lost, stolen or destroyed, the Depositary shall deliver in exchange for such lost stolen or destroyed certificate, the consideration to which the holder is entitled pursuant to the Arrangement (and any dividends or distributions with respect thereto) as determined in accordance with the Arrangement. The person who is entitled to receive such consideration shall, as a condition precedent to the receipt thereof, give a bond to each of the Depositary and Westleaf, which bond is in form and substance satisfactory to each of the Depositary and Westleaf or shall otherwise indemnify the Depositary and Westleaf against any claim that may be made against any of them with respect to the certificate alleged to have been lost, stolen or destroyed.

5.6 Notwithstanding anything herein contained, no fractional Westleaf Shares, fractional Westleaf Options or fractional Westleaf Replacement Warrants will be issued. In the event that a WGBC Shareholder, WGBC Optionholder or WGBC Warrantholder would otherwise be entitled to a fractional Westleaf Share, fractional Westleaf Option or fractional Westleaf Replacement Warrant hereunder, the number of Westleaf Shares, Westleaf Options or Westleaf Replacement Warrants issued to such WGBC Shareholder, WGBC Optionholder or WGBC Warrantholder shall be rounded up to the next greater whole number of Westleaf Shares, Westleaf Options or Westleaf Replacement Warrants, as applicable, if the fractional entitlement is equal to or greater than 0.5 and shall, without any additional compensation, be rounded down to the next lesser whole number of Westleaf Shares, Westleaf Options or Westleaf Replacement Warrants, as applicable, if the fractional entitlement is less than 0.5. In calculating such fractional interests, all WGBC Shares, WGBC Options and WGBC Warrants registered in the name of or beneficially held by such WGBC Shareholder, WGBC Optionholder, WGBC Warrantholder or its nominee shall be aggregated. All calculations and determinations made by Westleaf in accordance with this Section 5.6, acting reasonably, including the allocation of any fractional amounts, shall be conclusive, final and binding upon the WGBC Shareholders, WGBC Optionholders and WGBC Warrantholders.

5.7 All dividends or other distributions made in respect of Westleaf Shares to which a former WGBC Shareholder is entitled in accordance with the terms of the Arrangement, but for which a certificate representing the Westleaf Shares has not been delivered to such WGBC Shareholder in accordance with this Article 5, shall be paid or delivered to the Depositary to be held in trust for such WGBC Shareholder for delivery to such shareholder, net of all applicable withholding and other taxes, upon delivery of the certificate in accordance with this Article 5.

ARTICLE 6
AMENDMENTS

6.1 Westleaf and WGBC reserve the right to amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must be: (i) set out in writing; (ii) agreed by the Parties, each acting reasonably; (iii) filed with the Court and, if made following the WGBC Meeting, approved by the Court; and (iv) communicated to, or, if the Court directs, approved by the WGBC Securityholders, if and as required by the Court, and in either case in the manner required by the Court.

6.2 Subject to the provisions of the Interim Order, any amendment, modification or supplement to this Plan of Arrangement, if agreed to by WGBC and Westleaf, each acting reasonably, may be proposed by Westleaf and WGBC at any time prior to the WGBC Meeting, with or without any other prior notice or communication, and, subject to any approval of WGBC Securityholders

required by the Court, if so proposed and accepted by the WGBC Shareholders and WGBC Optionholders voting at the WGBC Meeting shall become part of this Plan of Arrangement for all purposes.

6.3 Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the WGBC Meeting shall be effective only: (i) if it is agreed to in writing by each of WGBC and Westleaf; and (ii) if required by the Court or applicable law, it is approved by some or all of the WGBC Securityholders voting in the manner directed by the Court.

6.4 Any amendment, modification or supplement to this Plan of Arrangement may be made by WGBC or Westleaf without the approval of or communication to the Court or the WGBC Securityholders, provided that it concerns a matter which, in the reasonable opinion of WGBC and Westleaf, is of an administrative or ministerial nature required to better give effect to the implementation of this Plan of Arrangement and is not materially adverse to the financial or economic interests of any of the WGBC Securityholders.

ARTICLE 7
ADDITIONAL STEPS

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

7.2 Subject to the terms of the Arrangement Agreement, Westleaf and WGBC may agree not to implement this Plan of Arrangement, notwithstanding the approval of the resolutions authorizing the Arrangement and the receipt of the Final Order.

EXHIBIT "D"
WESTLEAF RESOLUTION

"**BE IT RESOLVED THAT:**

1. The change in management of Westleaf Inc. ("**Westleaf**") in connection with the arrangement under Division 5 of Part 9 of the Business Corporations Act (British Columbia) of We Grow BC Ltd. ("**WGBC**") and involving Westleaf and the securityholders of WGBC, as more particularly described in the joint management information circular of WGBC and Westleaf dated November **[●]**, 2019, be and is hereby authorized and approved.

2. Any one director or officer of Westleaf be and is hereby authorized and directed to do all things and to execute and deliver all documents and instruments as may be necessary or desirable to carry out the terms of this resolution; and

3. Notwithstanding that this resolution has been passed by the shareholders of Westleaf, the approval of the proposed Change in Management is conditional upon receipt of final approval from the TSX Venture Exchange and the directors of Westleaf (the "**Westleaf Board**") may, without the further approval of the Westleaf Shareholders, revoke the above resolution at any time if the Westleaf Board determines, in its sole discretion, that it would be in the best interests of Westleaf to do so."

EXHIBIT "E"
WGBC RESOLUTION

"BE IT RESOLVED THAT:

(a) The arrangement (the "**Arrangement**") under Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) (the "**BCBCA**") involving We Grow BC Ltd. ("**WGBC**"), Westleaf Inc. ("**Westleaf**"), the shareholders of WGBC (the "**WGBC Shareholders**") and the optionholders of WGBC (the "**WGBC Optionholders**" and, together with the WGBC Shareholders, the "**WGBC Securityholders**"), as more particularly described and set forth in the joint management information circular of WGBC and Westleaf dated November **[●]**, 2019 (the "**Circular**"), as may be supplemented, amended or modified in accordance with the arrangement agreement dated as of November **7**, 2019 between Westleaf and WGBC, as amended, modified or supplemented from time to time (the "**Arrangement Agreement**"), and all the transactions contemplated therein, are hereby authorized, approved and adopted.

(b) The plan of arrangement involving WGBC, Westleaf and the WGBC Securityholders, as it may be or have been supplemented, amended or modified in accordance with its terms and the Arrangement Agreement (the "**Plan of Arrangement**"), the full text of which is set out in Exhibit "C" to the Arrangement Agreement, is hereby authorized, approved and adopted.

(c) Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the WGBC Shareholders and WGBC Optionholders or that the Arrangement has been approved by the Supreme Court of British Columbia (the "**Court**"), the directors of WGBC are hereby authorized and approved, at their discretion, without further notice to or approval of the WGBC Shareholders and WGBC Optionholders: (i) to amend the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or the Plan of Arrangement, as applicable, and, if required, approved by the Court; and (ii) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement and related transactions.

(d) The: (i) Arrangement Agreement and all the transactions contemplated therein; (ii) actions of the directors of WGBC in approving the Arrangement and the Arrangement Agreement; and (iii) actions of the directors and officers of WGBC in executing and delivering the Arrangement Agreement and causing the performance by WGBC of its obligations thereunder, and any amendments, modifications or supplements thereto, are hereby ratified and approved.

(e) Any officer or director of WGBC is hereby authorized and directed for and on behalf of WGBC to make an application to the Court for a final order approving the Arrangement on the terms set forth in the Arrangement Agreement and Plan of Arrangement, as they may be amended, modified or supplemented in accordance with their terms and as described in the Circular, and to deliver to the registrar under the BCBCA the arrangement filings and such other documents as are necessary or desirable to the Registrar pursuant to the BCBCA in accordance with the Arrangement Agreement and the Plan of Arrangement.

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

APPENDIX E

AMENDING AGREEMENT TO ARRANGEMENT AGREEMENT

AMENDING AGREEMENT

THIS AMENDING AGREEMENT is dated as of the 20th day of November, 2019.

BETWEEN:

> **WESTLEAF INC.** a corporation incorporated under the laws of the Province of Alberta (hereinafter referred to as "**Westleaf**")

AND:

> **WE GROW BC LTD.**, a corporation incorporated under the laws of the Province of British Columbia (hereinafter referred to as "**WGBC**")
>
> (collectively referred to as the "**Parties**", and each individually as a "**Party**")

WHEREAS:

A. each of the Parties hereto have entered into and executed an arrangement agreement (the "**Arrangement Agreement**") dated November 7, 2019; and

B. the parties hereto wish to enter into this amending agreement ("**Amending Agreement**") to amend the Arrangement Agreement as hereinafter set forth.

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

ARTICLE I
INTERPRETATION

1.1 Interpretation

(a) The rules of interpretation applicable to the Arrangement Agreement shall apply to this Amending Agreement.

(b) Unless otherwise defined herein, the capitalized terms and expressions used herein will have the meaning given to them under the Arrangement Agreement.

1.2 Sections and Headings

The division of this Amending Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Amending Agreement. Unless otherwise stated, a reference herein to a numbered or lettered Article or Section refers to the Article or Section bearing that number or letter in this Amending Agreement.

ARTICLE II
AMENDMENTS

2.1 Defined Terms

The definition of "Transaction Financing" in Subsection 1.1(sss) of the Arrangement Agreement is deleted in its entirety and replaced with:

"Transaction Financing" means, collectively the WGBC Financing and the Westleaf Financing, for collective gross proceeds of up to $11,000,000, to be completed prior to or concurrently with closing of the Arrangement;

The definition of "WGBC Financing" in Subsection 1.1(fffff) of the Arrangement Agreement is deleted in its entirety and replaced with:

"WGBC Financing" means the private placement financing of WGBC of subscription receipts for gross proceeds of up to $3,000,000, to be completed prior to or concurrently with closing of the Arrangement;

2.2 Section 5.1

Subsection 5.1(c) in the Arrangement Agreement is deleted in its entirety and replaced with:

(c) Transaction Financing: The Transaction Financing shall have been completed for aggregate gross proceeds of up to $11,000,000;

ARTICLE III
GENERAL PROVISIONS

3.1 Balance of Agreement Confirmed

This Amending Agreement hereby amends the Arrangement Agreement effective as of the date of this Amending Agreement and is deemed to form a part thereof, *mutatis mutandis*. The Parties agree that all other terms and conditions of the Arrangement Agreement remain in full force and effect, unamended. On and after the date of this Amending Agreement, any reference to "this Agreement", "herein", "hereto", "hereunder" or any similar expressions in the Arrangement Agreement, or any references to the Arrangement Agreement in other agreements will mean the Arrangement Agreement, as amended by this Amending Agreement. In the event of any conflict between the terms and conditions of this Amending Agreement, and terms and conditions of the Arrangement Agreement, the terms and conditions of this Amending Agreement shall prevail to the extent of the inconsistency.

3.2 Governing Law

This Amending 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 Alberta. Any and all disputes arising under this Amending Agreement or in connection with the subject matter hereof shall be subject to the exclusive jurisdiction of the courts of the Province of Alberta and each of the Parties hereby irrevocably attorns to the exclusive jurisdiction of the courts of such Province.

3.3 Severability

If any one or more of the provisions contained in this Amending Agreement should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions shall not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless in either case as a result of such determination this Amending Agreement would fail of its essential purpose.

3.4 Enurement

This Amending Agreement shall enure to the benefit of and be binding upon the Parties and, as applicable, their heirs, administrators, successors and assigns, and any reference herein to the Vendor or the Purchaser shall include, as applicable, their successors and assigns.

3.5 Legal Advice

Each Party acknowledges and confirms that they have: (a) read and fully understand this Amending Agreement and the matters addressed herein; (b) had the opportunity to seek independent legal advice with respect to this Amending Agreement and the matters addressed herein and have either obtained such advice or voluntarily chosen not to do so; and (c) have not been influenced by any representations or statements made by or on behalf of the other Parties.

3.6 Further Assurances

The Parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Amending Agreement, and each Party shall provide such further documents or instruments required by any other party as may be reasonable necessary or desirable to effect the purpose of this Amending Agreement.

3.7 Counterparts

This Amending Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one and the same instrument. Delivery of an executed signature page to this Amending Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of this Amending Agreement by such party.

[*Remainder of page intentionally left blank – signature page follows*]

IN WITNESS WHEREOF this Amending Agreement has been executed by the Parties as of the date first above written.

WE GROW BC LTD.

(signed) "*Long Trinh*"

By: _____

Long Trinh
President

WESTLEAF INC.

(signed) "*Scott Hurd*"

By: _____

Scott Hurd
President and Chief Executive Officer

[Execution page to Amending Agreement]

APPENDIX F

DIVISION 2 OF PART 8 OF THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)

Division 2 — Dissent Proceedings

Definitions and application

237 (1) In this Division:

"dissenter" means a shareholder who, being entitled to do so, sends written notice of dissent when and as required by section 242;

"notice shares" means, in relation to a notice of dissent, the shares in respect of which dissent is being exercised under the notice of dissent;

"payout value" means,

(a) in the case of a dissent in respect of a resolution, the fair value that the notice shares had immediately before the passing of the resolution,

(b) in the case of a dissent in respect of an arrangement approved by a court order made under section 291 (2) (c) that permits dissent, the fair value that the notice shares had immediately before the passing of the resolution adopting the arrangement,

(c) in the case of a dissent in respect of a matter approved or authorized by any other court order that permits dissent, the fair value that the notice shares had at the time specified by the court order, or

(d) in the case of a dissent in respect of a community contribution company, the value of the notice shares set out in the regulations,

excluding any appreciation or depreciation in anticipation of the corporate action approved or authorized by the resolution or court order unless exclusion would be inequitable.

(2) This Division applies to any right of dissent exercisable by a shareholder except to the extent that

(a) the court orders otherwise, or

(b) in the case of a right of dissent authorized by a resolution referred to in section 238 (1) (g), the court orders otherwise or the resolution provides otherwise.

Right to dissent

238 (1) A shareholder of a company, whether or not the shareholder's shares carry the right to vote, is entitled to dissent as follows:

(a) under section 260, in respect of a resolution to alter the articles

(i) to alter restrictions on the powers of the company or on the business the company is permitted to carry on, or

(ii) without limiting subparagraph (i), in the case of a community contribution company, to alter any of the company's community purposes within the meaning of section 51.91;

(b) under section 272, in respect of a resolution to adopt an amalgamation agreement;

(c) under section 287, in respect of a resolution to approve an amalgamation under Division 4 of Part 9;

(d) in respect of a resolution to approve an arrangement, the terms of which arrangement permit dissent;

(e) under section 301 (5), in respect of a resolution to authorize or ratify the sale, lease or other disposition of all or substantially all of the company's undertaking;

(f) under section 309, in respect of a resolution to authorize the continuation of the company into a jurisdiction other than British Columbia;

(g) in respect of any other resolution, if dissent is authorized by the resolution;

(h) in respect of any court order that permits dissent.

(2) A shareholder wishing to dissent must

(a) prepare a separate notice of dissent under section 242 for

(i) the shareholder, if the shareholder is dissenting on the shareholder's own behalf, and

(ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is dissenting,

(b) identify in each notice of dissent, in accordance with section 242 (4), the person on whose behalf dissent is being exercised in that notice of dissent, and

(c) dissent with respect to all of the shares, registered in the shareholder's name, of which the person identified under paragraph (b) of this subsection is the beneficial owner.

(3) Without limiting subsection (2), a person who wishes to have dissent exercised with respect to shares of which the person is the beneficial owner must

(a) dissent with respect to all of the shares, if any, of which the person is both the registered owner and the beneficial owner, and

(b) cause each shareholder who is a registered owner of any other shares of which the person is the beneficial owner to dissent with respect to all of those shares.

Waiver of right to dissent

239 (1) A shareholder may not waive generally a right to dissent but may, in writing, waive the right to dissent with respect to a particular corporate action.

(2) A shareholder wishing to waive a right of dissent with respect to a particular corporate action must

(a) provide to the company a separate waiver for

(i) the shareholder, if the shareholder is providing a waiver on the shareholder's own behalf, and

(ii) each other person who beneficially owns shares registered in the shareholder's name and on whose behalf the shareholder is providing a waiver, and

(b) identify in each waiver the person on whose behalf the waiver is made.

(3) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on the shareholder's own behalf, the shareholder's right to dissent with respect to the particular corporate action terminates in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and this Division ceases to apply to

(a) the shareholder in respect of the shares of which the shareholder is both the registered owner and the beneficial owner, and

(b) any other shareholders, who are registered owners of shares beneficially owned by the first mentioned shareholder, in respect of the shares that are beneficially owned by the first mentioned shareholder.

(4) If a shareholder waives a right of dissent with respect to a particular corporate action and indicates in the waiver that the right to dissent is being waived on behalf of a specified person who beneficially owns shares registered in the name of the shareholder, the right of shareholders who are registered owners of shares beneficially owned by that specified person to dissent on behalf of that specified person with respect to the particular corporate action terminates and this Division ceases to apply to those shareholders in respect of the shares that are beneficially owned by that specified person.

Notice of resolution

240 (1) If a resolution in respect of which a shareholder is entitled to dissent is to be considered at a meeting of shareholders, the company must, at least the prescribed number of days before

the date of the proposed meeting, send to each of its shareholders, whether or not their shares carry the right to vote,

(a) a copy of the proposed resolution, and

(b) a notice of the meeting that specifies the date of the meeting, and contains a statement advising of the right to send a notice of dissent.

(2) If a resolution in respect of which a shareholder is entitled to dissent is to be passed as a consent resolution of shareholders or as a resolution of directors and the earliest date on which that resolution can be passed is specified in the resolution or in the statement referred to in paragraph (b), the company may, at least 21 days before that specified date, send to each of its shareholders, whether or not their shares carry the right to vote,

(a) a copy of the proposed resolution, and

(b) a statement advising of the right to send a notice of dissent.

(3) If a resolution in respect of which a shareholder is entitled to dissent was or is to be passed as a resolution of shareholders without the company complying with subsection (1) or (2), or was or is to be passed as a directors' resolution without the company complying with subsection (2), the company must, before or within 14 days after the passing of the resolution, send to each of its shareholders who has not, on behalf of every person who beneficially owns shares registered in the name of the shareholder, consented to the resolution or voted in favour of the resolution, whether or not their shares carry the right to vote,

(a) a copy of the resolution,

(b) a statement advising of the right to send a notice of dissent, and

(c) if the resolution has passed, notification of that fact and the date on which it was passed.

(4) Nothing in subsection (1), (2) or (3) gives a shareholder a right to vote in a meeting at which, or on a resolution on which, the shareholder would not otherwise be entitled to vote.

Notice of court orders

241 If a court order provides for a right of dissent, the company must, not later than 14 days after the date on which the company receives a copy of the entered order, send to each shareholder who is entitled to exercise that right of dissent

(a) a copy of the entered order, and

(b) a statement advising of the right to send a notice of dissent.

Notice of dissent

242 (1) A shareholder intending to dissent in respect of a resolution referred to in section 238 (1) (a), (b), (c), (d), (e) or (f) must,

(a) if the company has complied with section 240 (1) or (2), send written notice of dissent to the company at least 2 days before the date on which the resolution is to be passed or can be passed, as the case may be,

(b) if the company has complied with section 240 (3), send written notice of dissent to the company not more than 14 days after receiving the records referred to in that section, or

(c) if the company has not complied with section 240 (1), (2) or (3), send written notice of dissent to the company not more than 14 days after the later of

(i) the date on which the shareholder learns that the resolution was passed, and

(ii) the date on which the shareholder learns that the shareholder is entitled to dissent.

(2) A shareholder intending to dissent in respect of a resolution referred to in section 238 (1) (g) must send written notice of dissent to the company

(a) on or before the date specified by the resolution or in the statement referred to in section 240 (2) (b) or (3) (b) as the last date by which notice of dissent must be sent, or

(b) if the resolution or statement does not specify a date, in accordance with subsection (1) of this section.

(3) A shareholder intending to dissent under section 238 (1) (h) in respect of a court order that permits dissent must send written notice of dissent to the company

(a) within the number of days, specified by the court order, after the shareholder receives the records referred to in section 241, or

(b) if the court order does not specify the number of days referred to in paragraph (a) of this subsection, within 14 days after the shareholder receives the records referred to in section 241.

(4) A notice of dissent sent under this section must set out the number, and the class and series, if applicable, of the notice shares, and must set out whichever of the following is applicable:

(a) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner and the shareholder owns no other shares of the company as beneficial owner, a statement to that effect;

(b) if the notice shares constitute all of the shares of which the shareholder is both the registered owner and beneficial owner but the shareholder owns other shares of the company as beneficial owner, a statement to that effect and

(i) the names of the registered owners of those other shares,

(ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and

(iii) a statement that notices of dissent are being, or have been, sent in respect of all of those other shares;

(c) if dissent is being exercised by the shareholder on behalf of a beneficial owner who is not the dissenting shareholder, a statement to that effect and

(i) the name and address of the beneficial owner, and

(ii) a statement that the shareholder is dissenting in relation to all of the shares beneficially owned by the beneficial owner that are registered in the shareholder's name.

(5) The right of a shareholder to dissent on behalf of a beneficial owner of shares, including the shareholder, terminates and this Division ceases to apply to the shareholder in respect of that beneficial owner if subsections (1) to (4) of this section, as those subsections pertain to that beneficial owner, are not complied with.

Notice of intention to proceed

243 (1) A company that receives a notice of dissent under section 242 from a dissenter must,

(a) if the company intends to act on the authority of the resolution or court order in respect of which the notice of dissent was sent, send a notice to the dissenter promptly after the later of

(i) the date on which the company forms the intention to proceed, and

(ii) the date on which the notice of dissent was received, or

(b) if the company has acted on the authority of that resolution or court order, promptly send a notice to the dissenter.

(2) A notice sent under subsection (1) (a) or (b) of this section must

(a) be dated not earlier than the date on which the notice is sent,

(b) state that the company intends to act, or has acted, as the case may be, on the authority of the resolution or court order, and

(c) advise the dissenter of the manner in which dissent is to be completed under section 244.

Completion of dissent

244 (1) A dissenter who receives a notice under section 243 must, if the dissenter wishes to proceed with the dissent, send to the company or its transfer agent for the notice shares, within one month after the date of the notice,

(a) a written statement that the dissenter requires the company to purchase all of the notice shares,

(b) the certificates, if any, representing the notice shares, and

(c) if section 242 (4) (c) applies, a written statement that complies with subsection (2) of this section.

(2) The written statement referred to in subsection (1) (c) must

(a) be signed by the beneficial owner on whose behalf dissent is being exercised, and

(b) set out whether or not the beneficial owner is the beneficial owner of other shares of the company and, if so, set out

(i) the names of the registered owners of those other shares,

(ii) the number, and the class and series, if applicable, of those other shares that are held by each of those registered owners, and

(iii) that dissent is being exercised in respect of all of those other shares.

(3) After the dissenter has complied with subsection (1),

(a) the dissenter is deemed to have sold to the company the notice shares, and

(b) the company is deemed to have purchased those shares, and must comply with section 245, whether or not it is authorized to do so by, and despite any restriction in, its memorandum or articles.

(4) Unless the court orders otherwise, if the dissenter fails to comply with subsection (1) of this section in relation to notice shares, the right of the dissenter to dissent with respect to those notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares.

(5) Unless the court orders otherwise, if a person on whose behalf dissent is being exercised in relation to a particular corporate action fails to ensure that every shareholder who is a registered owner of any of the shares beneficially owned by that person complies with subsection (1) of this

section, the right of shareholders who are registered owners of shares beneficially owned by that person to dissent on behalf of that person with respect to that corporate action terminates and this Division, other than section 247, ceases to apply to those shareholders in respect of the shares that are beneficially owned by that person.
(6) A dissenter who has complied with subsection (1) of this section may not vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, other than under this Division.

Payment for notice shares

245 (1) A company and a dissenter who has complied with section 244 (1) may agree on the amount of the payout value of the notice shares and, in that event, the company must

(a) promptly pay that amount to the dissenter, or

(b) if subsection (5) of this section applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.

(2) A dissenter who has not entered into an agreement with the company under subsection (1) or the company may apply to the court and the court may

(a) determine the payout value of the notice shares of those dissenters who have not entered into an agreement with the company under subsection (1), or order that the payout value of those notice shares be established by arbitration or by reference to the registrar, or a referee, of the court,

(b) join in the application each dissenter, other than a dissenter who has entered into an agreement with the company under subsection (1), who has complied with section 244 (1), and

(c) make consequential orders and give directions it considers appropriate.

(3) Promptly after a determination of the payout value for notice shares has been made under subsection (2) (a) of this section, the company must

(a) pay to each dissenter who has complied with section 244 (1) in relation to those notice shares, other than a dissenter who has entered into an agreement with the company under subsection (1) of this section, the payout value applicable to that dissenter's notice shares, or

(b) if subsection (5) applies, promptly send a notice to the dissenter that the company is unable lawfully to pay dissenters for their shares.

(4) If a dissenter receives a notice under subsection (1) (b) or (3) (b),

(a) the dissenter may, within 30 days after receipt, withdraw the dissenter's notice of dissent, in which case the company is deemed to consent to the withdrawal and

this Division, other than section 247, ceases to apply to the dissenter with respect to the notice shares, or

(b) if the dissenter does not withdraw the notice of dissent in accordance with paragraph (a) of this subsection, the dissenter retains a status as a claimant against the company, to be paid as soon as the company is lawfully able to do so or, in a liquidation, to be ranked subordinate to the rights of creditors of the company but in priority to its shareholders.

(5) A company must not make a payment to a dissenter under this section if there are reasonable grounds for believing that

(a) the company is insolvent, or

(b) the payment would render the company insolvent.

Loss of right to dissent

246 The right of a dissenter to dissent with respect to notice shares terminates and this Division, other than section 247, ceases to apply to the dissenter with respect to those notice shares, if, before payment is made to the dissenter of the full amount of money to which the dissenter is entitled under section 245 in relation to those notice shares, any of the following events occur:

(a) the corporate action approved or authorized, or to be approved or authorized, by the resolution or court order in respect of which the notice of dissent was sent is abandoned;

(b) the resolution in respect of which the notice of dissent was sent does not pass;

(c) the resolution in respect of which the notice of dissent was sent is revoked before the corporate action approved or authorized by that resolution is taken;

(d) the notice of dissent was sent in respect of a resolution adopting an amalgamation agreement and the amalgamation is abandoned or, by the terms of the agreement, will not proceed;

(e) the arrangement in respect of which the notice of dissent was sent is abandoned or by its terms will not proceed;

(f) a court permanently enjoins or sets aside the corporate action approved or authorized by the resolution or court order in respect of which the notice of dissent was sent;

(g) with respect to the notice shares, the dissenter consents to, or votes in favour of, the resolution in respect of which the notice of dissent was sent;

(h) the notice of dissent is withdrawn with the written consent of the company;

(i) the court determines that the dissenter is not entitled to dissent under this Division or that the dissenter is not entitled to dissent with respect to the notice shares under this Division.

Shareholders entitled to return of shares and rights

247 If, under section 244 (4) or (5), 245 (4) (a) or 246, this Division, other than this section, ceases to apply to a dissenter with respect to notice shares,

(a) the company must return to the dissenter each of the applicable share certificates, if any, sent under section 244 (1) (b) or, if those share certificates are unavailable, replacements for those share certificates,

(b) the dissenter regains any ability lost under section 244 (6) to vote, or exercise or assert any rights of a shareholder, in respect of the notice shares, and

(c) the dissenter must return any money that the company paid to the dissenter in respect of the notice shares under, or in purported compliance with, this Division.

APPENDIX G

INFORMATION CONCERNING WESTLEAF INC.

Documents Incorporated by Reference

Information has been incorporated by reference in this Information Circular from documents filed with securities commissions or similar regulatory authorities in Canada. Copies of the documents incorporated herein by reference may be obtained on request without charge from the Chief Financial Officer of Westleaf at #710, 530 8 Ave SW, Calgary, AB, T2P 3S8, telephone (403) 618-5411. In addition, copies of the documents incorporated herein by reference may be obtained by accessing the disclosure documents available electronically on SEDAR at www.sedar.com.

The following documents, filed with the securities commissions or similar authorities in each of the provinces of Canada (other than Quebec), are specifically incorporated by reference in, and form an integral part of, this Information Circular:

(a) the management's discussion and analysis of the financial condition and results of operations of Westleaf for the three and six months ended June 30, 2019;

(b) the condensed interim consolidated financial statements for the three and six months ended June 30, 2019 and June 30, 2018;

(c) the condensed interim consolidated financial statements for the three months ended March 31, 2019 and March 31, 2018;

(d) the amended and restated short form prospectus dated May 2, 2019, amending and restating the short form prospectus dated April 24, 2019 (the "**Short Form Prospectus**");

(e) the material change report dated April 15, 2019 regarding the announcement of the offering of 12,000 unsecured convertible debenture units of Westleaf at a price of $1,000 per debenture unit for total gross proceeds of $12,000,000;

(f) the Westleaf AIF;

(g) the audited consolidated financial statements of Westleaf, and the notes thereto, for the year ended December 31, 2018, and the period from August 22, 2017 to December 31, 2017, together with the notes thereto and the auditor's report thereon (the "**Annual Financial Statements**");

(h) the management's discussion and analysis of the financial condition and results of operations of Westleaf for the year ended December 31, 2018;

(i) the material change report dated January 3, 2019 regarding the closing of the business combination of Westleaf, formerly IGC Resources Inc. and Westleaf Cannabis Inc. ("**Westleaf Cannabis**");

(j) the material change report dated January 10, 2019 regarding the announcement of the execution of a definitive agreement pursuant to which: (i) Westleaf Cannabis acquired a 21.4% interest in Canndara Canada Inc. for $7,500,000 in cash; and (ii) Westleaf was granted an option by the shareholders of Canndara Canada Inc. to acquire all of the remaining issued and outstanding Class "A" common voting shares of Canndara Canada Inc. at a pre-determined value of $48,400,000 in an all-share transaction;

(k) the material change report dated February 4, 2019 regarding the closing of the January 31, 2019 acquisition by Westleaf of the issued and outstanding Class "A" common voting shares of

Canndara Canada Inc. (not already held by Westleaf or its subsidiary Westleaf Cannabis) for an aggregate purchase price of $48,400,000, payable in Common Shares at a deemed price of $2.24 per Common Share;

(l) the amended and restated material change report dated February 11, 2019 regarding the closing of the business combination of Westleaf, formerly IGC Resources Inc., and Westleaf Cannabis;

(m) the management information circular of Westleaf dated October 18, 2018, prepared in connection with an annual and special meeting of shareholders of Westleaf held on November 22, 2018; and

(n) the investor presentation entitled "Westleaf Inc. – Investor Presentation" dated April 10, 2019 and a template version of the term sheet in respect of the offering dated April 10, 2019 (collectively, the "**Investor Presentation**").

Any documents of the types referred to in the preceding paragraphs (a) through (j), or required by National Instrument 44-101 – *Short Form Prospectus Distributions* to be incorporated by reference in a short form prospectus including material change reports (except confidential material change reports), marketing materials, annual information forms, information circulars, business acquisition reports, annual financial statements, interim financial statements and related management's discussion and analysis, filed by Westleaf with the various securities commissions or similar authorities in Canada subsequent to the date of this Information Circular and prior to the Westleaf Meeting, shall be deemed to be incorporated by reference into this Appendix G – *Information Concerning Westleaf Inc.*

Any statement contained in this Information Circular or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded, for purposes of this Information Circular, to the extent that a statement contained herein or in any other subsequently filed document which also is, or is deemed to be, incorporated by reference herein modifies or supersedes such statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. The making of a modifying or superseding statement shall not be deemed an admission for any purposes that the modified or superseded statement, when made, constituted a misrepresentation, an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made. Any statement so modified or superseded shall not constitute a part of this Information Circular, except as so modified or superseded.

Corporate Structure

Name and Incorporation

Westleaf was first incorporated as 433034 BC Ltd. under the BCBCA on September 28, 1992. On March 22, 2018, the common shares of Westleaf were consolidated on the basis of one post-consolidation common share for every ten pre-consolidation common shares. On December 27, 2018, Westleaf continued from a corporation under the BCBCA under the name of IGC Resources Inc. to a corporation under the ABCA under the name "Westleaf Inc." and completed a share consolidation on the basis of one post-consolidation common share for every 2.9233 pre-consolidation common shares.

2147378 Alberta Ltd. ("**2147378**") was incorporated under the ABCA on October 4, 2018, as a wholly-owned subsidiary of Westleaf. 2147378 was incorporated for the purposes of participating in the three-cornered amalgamation between Westleaf, Westleaf Cannabis, and 2147378 (the "**IGC Amalgamation**"), completed pursuant to the ABCA and the terms and conditions of the amalgamation agreement dated October 4, 2018, as amended on November 21, 2018, among Westleaf, Westleaf Cannabis and 2147378 (the "**IGC Amalgamation Agreement**"), and did not carry on any active business prior to the IGC Amalgamation.

Westleaf Cannabis was first incorporated as Westleaf Capital Corp. on August 22, 2017, under the ABCA and on January 16, 2018, Westleaf Capital Corp. changed its name to Westleaf Cannabis Inc. On February 22, 2018,

Westleaf Cannabis amended its Articles of Incorporation pursuant to the ABCA to change every one (1) issued and outstanding Westleaf Cannabis Share into one hundred fifty (150) Westleaf Cannabis Shares.

On December 28, 2018, in accordance with the terms of the IGC Amalgamation Agreement, Westleaf Cannabis and 2147378 amalgamated under the ABCA to form a new corporation under the corporate name "Westleaf Enterprises Inc." ("**Westleaf Enterprises**") constituting a "reverse takeover transaction" of Westleaf pursuant to Policy 5.2 – *Changes of Business and Reverse Takeovers* of the TSXV. Westleaf Enterprises became a wholly-owned subsidiary of Westleaf. Upon completion of the IGC Amalgamation, Westleaf Shares were issued to former shareholders of Westleaf Cannabis and the business and shareholders of Westleaf Cannabis became the business and shareholders of Westleaf.

The registered office of Westleaf is located at 1900, 520 – 3rd Avenue SW, Calgary, Alberta T2P 0R3. The head office of Westleaf is located at #710, 530 8th Ave SW, Calgary, AB, T2P 3S8.

The Common Shares are listed on the TSXV under the symbol "WL" and on the OTCQB under the trading symbol "WSLFF". The Westleaf Debentures are listed for trading on the TSXV under the symbol "WL.DB". Westleaf is currently a reporting issuer in all provinces in Canada, except Quebec.

General Development of the Business

Westleaf is building a vertically integrated cannabis company focused on innovative retail experiences, engaging cannabis brands and premium cannabis production. Westleaf is developing a retail footprint for its retail concept "Prairie Records", which leverages the instinctual tie of recreational cannabis and music. Westleaf has completed construction of its extraction facility in Alberta and is constructing a cannabis production facility in Saskatchewan.

For further information on Westleaf and its business activities, see "*General Development of the Business*" in the Westleaf AIF, which is incorporated by reference in this Appendix G – *Information Concerning Westleaf Inc.*

Recent Developments

On November 7, 2019, Westleaf entered into the Arrangement Agreement with WGBC, and on November 20, 2019, the Arrangement Agreement was amended. The Arrangement is expected to close on or about December 23, 2019, or such other date as Westleaf and WGBC may agree, but no later than February 14, 2020. See "*The Arrangement – Arrangement Steps*" in this Information Circular.

On October 28, 2019, Westleaf announced the development of its proposed next three key Alberta retail locations located: (a) inside the Palace Theatre on Calgary's Stephen Avenue; (b) beside the University of Alberta campus in Edmonton; and (c) in Banff.

On October 15, 2019, Westleaf's large scale cannabis extraction, processing and product formulation facility, *The Plant by Westleaf Labs*, received a standard processing licence from Health Canada, which will allow Westleaf to process bulk cannabis to create and sell derivative products through a variety of commercial arrangements.

On October 2, 2019, Westleaf entered into two amending agreements with ATB Financial in respect of two of its existing credit facility commitment letters, which has resulted in an addition $5,700,000 dollars of capital available for use by Westleaf. Westleaf has increased its term loan on *The Plant by Westleaf Labs* by $2,700,000 and secured a $1,000,000 dollar revolving credit facility to assist with working capital, provided that any draw downs in relation to such facility can only be made after final receipt of a standard processing licence for *The Plant* from Health Canada. The credit facility related to the construction of Westleaf's cultivation facility in Battleford, Saskatchewan has been amended to reduce its restricted cash requirement by $2,000,000 dollars.

Significant Acquisitions

Westleaf completed no acquisitions within 75 days prior to the date of this Information Circular that constitute a significant acquisition for the purposes of Part 8 of NI 51-102. In addition, other than the Arrangement, there are no

proposed acquisitions that have progressed to a state where a reasonable person would believe that the likelihood of the acquisition being completed is high and would be a significant acquisition for the purposes of Part 8 of NI 51-102 if completed as of the date of this Information Circular.

Except as otherwise publicly disclosed and in the conduct of business by Westleaf in the ordinary course, Westleaf does not presently have any plans or proposals for material changes in the business acquired pursuant to the Arrangement which may have a significant effect on the financial performance and financial position of Westleaf, including any proposal to sell, lease or exchange all or a substantial part of the business acquired pursuant to the Arrangement or to make any material changes to Westleaf's business.

No valuation opinions were obtained within the last 12 months by Westleaf which were required by securities legislation or a Canadian exchange or market to support the consideration paid by Westleaf pursuant to the Arrangement.

Description of the Voting Securities

Westleaf has the following securities issued and outstanding as of the date of this Information Circular.

Westleaf Shares

The holders of Westleaf Shares are entitled to dividends if, as and when declared by the Westleaf Board, subject to the prior rights of any other class of shares of Westleaf. Holders of Westleaf Shares are also entitled to receive notice of, to attend and to one vote per share at meetings of the shareholders of Westleaf and, upon dissolution, to share equally in such assets of Westleaf as are distributable to the holders of Westleaf Shares subject to the rights, privileges, restrictions, and conditions attaching to any other class of shares of Westleaf.

Westleaf Preferred Shares

Westleaf Preferred Shares may be issued from time to time in one or more series, each consisting of a number of Westleaf Preferred Shares as determined by the Westleaf Board which also may fix the designations, rights, privileges, restrictions, and conditions attaching to the shares of each series of Westleaf Preferred Shares. Westleaf Preferred Shares of each series shall, with respect to payment of dividends and distribution of assets in the event of voluntary or involuntary liquidation, dissolution, or winding-up of Westleaf or any other distribution of the assets of Westleaf among its shareholders for the purpose of winding-up its affairs, rank on a parity with Westleaf Preferred Shares of every other series and shall be entitled to preference over Westleaf Shares and the shares of any other class ranking junior to Westleaf Preferred Shares. The holders of Westleaf Preferred Shares are not entitled to receive notice of, attend or vote at any meetings of the shareholders of Westleaf.

There are no Westleaf Preferred Shares outstanding as of the date of this Information Circular.

To the knowledge of Westleaf's directors and executive officers, Thunder Developments Inc. is the only person or company that beneficially owns, or controls or directs, directly or indirectly, voting securities carrying 10 per cent or more of the voting rights attached to the Westleaf Shares. Thunder Developments Inc. holds 16,000,000 Westleaf Shares, being 11.14% of the total issued and outstanding Westleaf Shares.

Price Range and Volume of Trading of the Westleaf Shares

The outstanding Westleaf Shares are traded on the TSXV under the symbol "WL". The following table sets forth the price range and trading volume of the Westleaf Shares as reported by the TSXV for the periods indicated.

	Price Range ($)		
Date	**High**	**Low**	**Trading Volume**
2018			

	Price Range ($)		
Date	**High**	**Low**	**Trading Volume**
April	0.25	0.15	66,500
May	0.16	0.155	13,800
June	0.16	0.155	11,341
July	0.155	0.15	39,480
August	0.15	0.15	1,100
September	0.185	0.15	12,450
October	0.149	0.155	11,600
November	0.19	0.19	0
December	0.19	0.19	0
2019			
January	4.00	1.73	4,359,030
February	3.98	3.05	2,676,040
March	3.70	2.26	4,506,470
April	2.62	0.81	12,926,200
May	1.02	0.50	17,974,500
June	0.640	0.410	5,875,100
July	0.690	0.430	5,605,600
August	0.430	0.310	2,852,900
September	0.495	0.305	3,754,200
October	0.435	0.265	6,498,800
November 1 – November 7	0.33	0.285	1,079,000

On November 6, 2019, the last trading day on which the Westleaf Shares traded prior to the announcement of the Arrangement, the closing price of the Westleaf Shares on the TSXV was $0.30. On November 19, 2019, the last trading day on which the Westleaf Shares traded prior to the date of this Information Circular, the closing price of the Westleaf Shares on the TSXV was $0.19.

Risk Factors

An investment in the Westleaf Shares is subject to certain risks. In addition to those risks noted below, Westleaf Shareholders and WGBC Shareholders should carefully consider the risks described under "Risk Factors" in the Westleaf AIF, the risk factors outlined under the headings "*Risk Factors*" and Appendix J – *Information Concerning We Grow BC Ltd. – Risk Factors* in this Information Circular. All statements regarding Westleaf's business should be viewed in light of these risk factors. WGBC Shareholders should consider carefully whether an investment in the Westleaf Shares is suitable for them in the light of the information set forth in this Information Circular and in the documents incorporated by reference herein. Such information does not purport to be exhaustive. If any of the identified risks were to materialize, Westleaf's business, financial position, results and/or future operations may be materially adversely affected. Additional risks and uncertainties not presently known to Westleaf, or which Westleaf currently deems immaterial, may also have an adverse effect upon Westleaf. Westleaf Shareholders and WGBC Shareholders should carefully review and consider all other information contained in this Information Circular and in the documents incorporated by reference herein before making an investment decision and consult their own professional advisors where necessary.

Potential Undisclosed Liabilities Associated with the Arrangement

In connection with the Arrangement, there may be liabilities that Westleaf failed to discover or was unable to quantify in its due diligence, which it conducted prior to completing the Arrangement and Westleaf may not be indemnified for some or all of these liabilities.

Westleaf has not verified the reliability of the information regarding WGBC included in, or which may have been omitted from, this Information Circular.

All historical information regarding WGBC contained in this Information Circular, including all WGBC financial information, has been provided by WGBC. Although Westleaf has no reason to doubt the accuracy or completeness of such information, any inaccuracy or material omission in the information about or relating to WGBC contained in this Information Circular could result in unanticipated liabilities or expenses, increase the cost of integrating the companies or adversely affect the operational plans of WGBC and its results of operations and financial condition.

Statement of Executive Compensation

Compensation Discussion and Analysis

Compensation Objectives and Process

The Westleaf Compensation, Corporate Governance and Nominating Committee of the Westleaf Board is responsible for setting the overall compensation strategy of Westleaf and administering Westleaf's executive compensation program. The Compensation, Corporate Governance and Nominating Committee is empowered to: (a) recommend, review and approve corporate goals and objectives relevant to the Chief Executive Officer and director performance and evaluate performance to determine compensation; (b) make recommendations to the Westleaf Board regarding compensation including incentive and equity-based compensation plans; and (c) review director and executive officer compensation disclosure prior to its public disclosure. As part of its mandate, the Westleaf Compensation, Corporate Governance and Nominating Committee approves the remuneration of Westleaf's executive officers, including the Named Executive Officers. The Named Executive Officers of Westleaf are identified in the "*Table of Compensation Excluding Compensation Securities*" below.

The objective of Westleaf's executive compensation program is to motivate, reward and retain management talent that is needed to achieve Westleaf's business objectives. The compensation program is designed to ensure that compensation is competitive with other companies of similar size and is commensurate with the experience, performance and contribution of the individuals involved and the overall performance of Westleaf. In evaluating performance, the Westleaf Compensation, Corporate Governance and Nominating Committee gives consideration to Westleaf's long-term interests and quantitative financial objectives, as well to the qualitative aspects of the individual's performance and achievements.

Risks of Compensation Policies and Practices

Westleaf's compensation program is designed to provide executive officers incentives for the achievement of near-term and long-term objectives, without motivating them to take unnecessary risk. As part of its review and discussion of executive compensation, the Westleaf Compensation, Corporate Governance and Nominating Committee noted the following facts that discourage Westleaf's executives from taking unnecessary or excessive risk:

- Westleaf's operating strategy and related compensation philosophy;
- the effective balance, in each case, between cash and equity mix, near-term and long-term focus, corporate and individual performance and financial and non-financial performance; and
- Westleaf's approach to performance evaluation and compensation provides greater rewards to an executive officer achieving both short-term and long-term agreed upon objectives.

Based on this review, the Westleaf Compensation, Corporate Governance and Nominating Committee believes that Westleaf's total executive compensation program does not encourage executive officers to take unnecessary or excessive risk.

Financial Instruments

Westleaf has not implemented any policies which restrict its executive officers and directors from purchasing financial instruments, including prepaid variable forward contracts, equity swaps, collars, or units of exchange funds that are designed to hedge or offset a decrease in market value of equity securities granted as compensation or held, directly or indirectly, by the executive officer or director.

Elements of Compensation

The executive compensation program is comprised of three principal components: base salaries, the Westleaf Option Plan, and the Westleaf RSU Plan which are designed to provide a combination of cash and equity-based compensation to effectively retain and motivate the executive officers to achieve the corporate goals and objectives. Each component of the executive compensation program is described below.

Base Salaries

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

Option-Based Awards

The process that Westleaf uses to grant option-based awards to executive officers, including the Named Executive Officers, is for the Westleaf Board to approve option grants based on recommendations made by the Westleaf Compensation, Corporate Governance and Nominating Committee from time to time. The factors that are taken into account when considering new grants under the Westleaf Option Plan are based upon a number of criteria, including the performance of the executive officers, the number of stock options available for grant under the Westleaf Option Plan, the number of Westleaf Options anticipated to be required to meet the future needs of Westleaf, as well as the number of Westleaf Options previously granted to each of the executive officers. Further information on how option awards are determined is described above under the heading "*Statement of Executive Compensation – Stock Option Plans and Other Incentive Plans*".

Restricted Share Unit Awards

The process that Westleaf uses to grant Westleaf RSUs to executive officers, including the Named Executive Officers, is for the Westleaf Board to approve Westleaf RSU awards based on recommendations made by the Westleaf Compensation, Corporate Governance and Nominating Committee from time to time. The factors that are taken into account when considering new awards under the Westleaf RSU Plan are based upon a number of criteria, including the performance of the executive officers, the number of incentive awards or grants available under the Westleaf RSU Plan and the Westleaf Option Plan, the number of Westleaf RSUs anticipated to be required to meet the future needs of Westleaf, as well as the number of Westleaf RSUs previously granted to each of the executive officers. Further information on how Westleaf RSU awards are determined is described above under the heading "*Statement of Executive Compensation – Stock Option Plans and Other Incentive Plans*".

Significant Events Affecting Compensation

Other than the employment agreements described under the heading "*Statement of Executive Compensation - Employment, Consulting and Management Agreements*", and the Westleaf Option Plan and the Westleaf RSU Plan, both as further described under the heading "*Statement of Executive Compensation – Stock Options and Other Compensation Securities",* there are no significant events affecting compensation. For more information concerning compensation of directors and executive officers, please see the tables titled "*Table of Compensation Excluding Compensation Securities"* and "*Compensation Securities*", below.

Compensation Governance

The Westleaf Compensation, Corporate Governance and Nominating Committee is comprised of two independent directors (being Robb McNaughton and Kareen Stangherlin). The skills and experience of each Westleaf Compensation, Corporate Governance and Nominating Committee member in executive compensation that is relevant to his or her responsibilities and the making of decisions on the suitability of Westleaf's compensation policies and practices are as follows:

Member	Independent	Skills and Experience
Robb McNaughton	Yes	Mr. McNaughton is a partner at the law firm of Borden Ladner Gervais LLP in the Securities and Capital Markets Group. Mr. McNaughton is a national leader in public listings, including via capital pool companies, and is a member of the TSX Venture Exchange Local Advisory Committee (Alberta). Mr. McNaughton has sat on multiple public and private boards of directors that include industrial, mining and oil and gas issuers. Previously Mr. McNaughton was the Vice President of Strategy and Corporate Operations at a TSX-listed financial services corporation. He holds an MBA from the Richard Ivey School of Business.
Kareen Stangherlin	Yes	Ms. Stangherlin has over two decades of senior financial, strategic and operational experience with a proven track record of driving critical growth in entrepreneurial investment firms. She is a board member of the $17B Alberta Teachers Retirement Fund ("**ATRF**"), the Chair of the Audit and Finance Committee of ATRF, and a Member of the Advocacy Council for CFA Societies Canada, in addition to her role as CEO of Zelos Capital Ltd. Ms. Stangherlin is a Chartered Professional Accountant, a Chartered Financial Analyst and a Certified Financial Planner, with an accounting degree from the Haskayne School of Business and an ICD.D designation from the Institute of Corporate Directors.

The Westleaf Compensation, Corporate Governance and Nominating Committee reviews succession plans for key management positions within Westleaf, human resources policies and plans and the performance and development of the Chief Executive Officer. The Westleaf Compensation, Corporate Governance and Nominating Committee also reviews and recommends the compensation philosophy, guidelines and plans for Westleaf's employees and executives. In consultation with the Chief Executive Officer, it also approves Westleaf's compensation plans, including Westleaf Options, incentives, bonuses and benefit plans, for the executive team including the Chief Executive Officer.

Director and Named Executive Officer Compensation, Excluding Securities

Securities legislation requires the disclosure of the compensation received by each Named Executive Officer and director of Westleaf for the two most recently completed financial years. The following table sets forth information concerning the total compensation during Westleaf's two most recently completed financial years for the directors of Westleaf and the Named Executive Officers, namely, the President and Chief Executive Officer, the Chief Financial Officer, the Chief Operating Officer, the Chief Development Officer and the Chief Legal Officer and Vice President of Strategy who, as at December 31, 2018, were the only executive officers of Westleaf who were Named Executive Officers at such time.

Table of Compensation Excluding Compensation Securities

Name and principal position[(1)]	Year	Salary, consulting fee, retainer or commission ($)	Bonus ($)	Committee or Meeting Fees[(2)]	Value of all other compensation ($)	Total compensation ($)

Table of Compensation Excluding Compensation Securities

Name and principal position[1]	Year	Salary, consulting fee, retainer or commission ($)	Bonus ($)	Committee or Meeting Fees[2]	Value of all other compensation ($)	Total compensation ($)
Scott Hurd President, Chief Executive Officer and Director	2018 2017	150,000 Nil	Nil Nil	Nil Nil	Nil Nil	150,000 Nil
Taylor Ethans Chief Financial Officer and Head of M&A and Corporate Secretary	2018 2017	145,000 14,655	Nil Nil	Nil Nil	Nil Nil	145,000 14,655
Steve Mason Executive Chairman and Director	2018 2017	12,500 Nil	Nil Nil	7,800 Nil	Nil Nil	20,300 Nil
Ben Kaanta Chief Operating Officer, Westleaf International Inc.	2018 2017	165,000 N/A	Nil N/A	Nil N/A	Nil N/A	165,000 N/A
Shon Williams Chief Development Officer, Westleaf International Inc.	2018 2017	165,000 N/A	Nil N/A	Nil N/A	Nil N/A	165,000 N/A
Christian Monson Chief Legal Officer and Vice President of Strategy, Westleaf International Inc.	2018 2017	165,000 N/A	Nil N/A	Nil N/A	Nil N/A	165,000 N/A
Robb McNaughton Director	2018 2017	12,500 Nil	Nil Nil	7,800 Nil	Nil Nil	20,300 Nil
Kareen Stangherlin Director	2018 2017	12,500 Nil	Nil Nil	7,800 Nil	Nil Nil	20,300 Nil
Delbert Wapass Director	2018 2017	12,500 Nil	Nil Nil	5,000 Nil	Nil Nil	17,500 Nil
John Radostits Director	2018 2017	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A
Cody Church Director	2018 2017	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A

Notes:

(7) Each of the Named Executive Officers is a party to an executive employment contract with Westleaf. See the section herein entitled, "*Employment, Consulting and Management Agreements*".

(8) Except as set forth above, the directors of Westleaf do not receive any compensation as directors of Westleaf, however, they are reimbursed for all reasonable expenses incurred in order to attend meetings of the Westleaf Board or any committee of the Westleaf Board.

Stock Options and Other Compensation Securities

The following table sets forth information in respect of all compensation securities granted or issued to each director of Westleaf and Named Executive Officer in the most recently completed financial year.

Compensation Securities

Name and principal position[1]	Type of compensation security	Number of compensation securities, number of underlying securities, and percentage of class[2][3]	Date of issue or grant	Issue, conversion or exercise price ($)	Closing price of security or underlying security on date of grant ($)	Closing price of security or underlying security at year end ($)	Expiry Date
Scott Hurd President, Chief Executive Officer and Director	Westleaf Options	1,310,000[4] (43.46%)	04 Dec 2018	$0.50	$0.85	$0.85	02 Oct 2028
	Westleaf RSUs	Nil	N/A	N/A	N/A	$0.85	N/A
Taylor Ethans Chief Financial Officer and Head of M&A and Corporate Secretary	Westleaf Options	1,100,400[4] (36.50%)	04 Dec 2018	$0.50	$0.85	$0.85	04 Dec 2028
	Westleaf RSUs	Nil	N/A	N/A	N/A	N/A	N/A
Ben Kaanta Chief Operating Officer, Westleaf International Inc.	Westleaf Options	Nil	N/A	N/A	N/A	N/A	N/A
	Westleaf RSUs	1,650,000 (19.54%)	28 Dec 2018	N/A	$0.85	$0.85	N/A
Shon Williams Chief Development Officer, Westleaf International Inc.	Westleaf Options	Nil	N/A	N/A	N/A	N/A	N/A
	Westleaf RSUs	1,650,000 (19.54%)	28 Dec 2018	N/A	$0.85	$0.85	N/A
Christian Monson, Chief Legal Officer and Vice President of Strategy, Westleaf International Inc.	Westleaf Options	Nil	N/A	N/A	N/A	N/A	N/A
	Westleaf RSUs	1,650,000 (19.54%)	28 Dec 2018	N/A	$0.85	$0.85	N/A
Steve Mason Executive Chairman and Director	Westleaf Options	200,000[5] (6.63%)	04 Dec 2018	$0.50	$0.85	$0.85	04 Dec 2028
	Westleaf RSUs	100,000 (1.18%)	28 Dec 2018	N/A	$0.85	$0.85	N/A
Robb McNaughton Director	Westleaf Options	124,000[5] (4.11%)	04 Dec 2018	$0.50	$0.85	$0.85	04 Dec 2028
	Westleaf RSUs	100,000 (1.18%)	28 Dec 2018	N/A	$0.85	$0.85	N/A

Compensation Securities

Name and principal position[1]	Type of compensation security	Number of compensation securities, number of underlying securities, and percentage of class[2][3]	Date of issue or grant	Issue, conversion or exercise price ($)	Closing price of security or underlying security on date of grant ($)	Closing price of security or underlying security at year end ($)	Expiry Date
Kareen Stangherlin Director	Westleaf Options	180,000[5] (5.97%)	04 Dec 2018	$0.50	$0.85	$0.85	04 Dec 2028
	Westleaf RSUs	100,000 (1.18%)	28 Dec 2018	N/A	$0.85	$0.85	N/A
Delbert Wapass Director	Westleaf Options	100,000[5] (3.31%)	04 Dec 2018	$0.50	$0.85	$0.85	04 Dec 2028
	Westleaf RSUs	100,000 (1.18%)	28 Dec 2018	N/A	$0.85	$0.85	N/A
John Radostits Director	Westleaf Options	Nil	N/A	N/A	N/A	N/A	N/A
	Westleaf RSUs	Nil	N/A	N/A	N/A	N/A	N/A
Cody Church Director	Westleaf Options	Nil	N/A	N/A	N/A	N/A	N/A
	Westleaf RSUs	Nil	Nil	N/A	N/A	N/A	N/A

Notes:

(1) Each of the Named Executive Officers is a party to an executive employment contract with Westleaf. See the section herein entitled, "*Employment, Consulting and Management Agreements*" below.
(2) The number of underlying Westleaf Shares for each Named Executive Officer or director is equal to the number of Westleaf Options and Westleaf RSUs that were granted to that Named Executive Officer or director.
(3) The Westleaf RSUs vest in accordance with the vesting provisions of each Westleaf RSU agreement and may be exercised at any time once vested.
(4) Scott Hurd and Taylor Ethans hold Westleaf Options that vest in thirds over three years: (a) one-third on May 16, 2019; (b) one-third on May 16, 2020; and (c) one-third on May 16, 2021.
(5) Certain directors of Westleaf hold Westleaf Options that vest in quarters over one year: (a) one-quarter of Westleaf Options vest on January 3, 2019; (b) one-quarter of Westleaf Options vest on May 15, 2019; (c) one-quarter of Westleaf Options vest on July 3, 2019; and (iv) one-quarter of Westleaf Options vest on October 3, 2019.
(6) The Westleaf RSUs held by directors of Westleaf as of December 31, 2018 vest in quarters over the course of one year: (a) one-quarter of Westleaf RSUs vest on January 3, 2019; (b) one-quarter of Westleaf RSUs vest on May 16, 2019; (c) one-quarter of Westleaf RSUs vest on July 3, 2019; and (d) one-quarter of RSUs vest on October 3, 2019.

The following table sets forth information in respect of each exercise of compensation securities by a director of Westleaf or Named Executive Officer, during the most recently completed financial year.

Exercise of Compensation Securities by Directors and Named Executive Officers

Name and principal position[1]	Type of compensation security	Number of underlying securities exercised	Exercise price per security ($)	Date of exercise	Closing price per security on date of exercise ($)	Difference between exercise price and closing price on date of exercise ($)	Total value on exercise date ($)

Exercise of Compensation Securities by Directors and Named Executive Officers

Name and principal position[(1)]	Type of compensation security	Number of underlying securities exercised	Exercise price per security ($)	Date of exercise	Closing price per security on date of exercise ($)	Difference between exercise price and closing price on date of exercise ($)	Total value on exercise date ($)
Scott Hurd President, Chief Executive Officer and Director	Westleaf Options Westleaf RSUs	Nil N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A
Taylor Ethans Chief Financial Officer and Head of M&A and Corporate Secretary	Westleaf Options Westleaf RSUs	Nil N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A
Ben Kaanta Chief Operating Officer, Westleaf International Inc.	Westleaf Options Westleaf RSUs	N/A Nil	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A
Shon Williams Chief Development Officer, Westleaf International Inc.	Westleaf Options Westleaf RSUs	N/A Nil	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A
Christian Monson, Chief Legal Officer and Vice President of Strategy, Westleaf International Inc.	Westleaf Options Westleaf RSUs	N/A Nil	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A
Steve Mason Executive Chairman and Director	Westleaf Options Westleaf RSUs	Nil Nil	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A
Robb McNaughton Director	Westleaf Options Westleaf RSUs	Nil Nil	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A
Kareen Stangherlin Director	Westleaf Options Westleaf RSUs	Nil Nil	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A
Delbert Wapass Director	Westleaf Options Westleaf RSUs	Nil Nil	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A

Exercise of Compensation Securities by Directors and Named Executive Officers

Name and principal position[(1)]	Type of compensation security	Number of underlying securities exercised	Exercise price per security ($)	Date of exercise	Closing price per security on date of exercise ($)	Difference between exercise price and closing price on date of exercise ($)	Total value on exercise date ($)
John Radostits	Westleaf Options	N/A	N/A	N/A	N/A	N/A	N/A
Director	Westleaf RSUs	Nil	N/A	N/A	N/A	N/A	N/A
Cody Church	Westleaf Options	N/A	N/A	N/A	N/A	N/A	N/A
Director	Westleaf RSUs	Nil	N/A	N/A	N/A	N/A	N/A

Notes:

(9) Each of the Named Executive Officers is a party to an executive employment contract with Westleaf. See the section herein entitled, "*Employment, Consulting and Management Agreements*" below.

Stock Option Plans and Other Incentive Plans

Westleaf Option Plan

Westleaf has established the Westleaf Option Plan for its directors, officers, employees, and consultants which has been previously approved by Westleaf Shareholders on November 22, 2018. Westleaf may issue up to 20% of issued and outstanding common shares (an aggregate maximum to be taken together with issuances made under the Westleaf RSU Plan), being 20,653,269 Westleaf Shares, as of the date of implementation under its stock option plan.

The purpose of the Westleaf Option Plan is to provide directors, officers, employees and consultants of Westleaf with an opportunity to purchase Westleaf Shares and benefit from the appreciation thereof. This proprietary interest in Westleaf provides an incentive to contribute to the future success and prosperity of Westleaf, thus enhancing the value of the Westleaf Shares for the benefit of all Shareholders and increasing the ability of Westleaf to attract and retain persons of experience by aligning the interests of executives and employees with the growth and profitability of Westleaf. The longer-term focus of the Westleaf Option Plan complements and balances the short-term elements of the compensation program of Westleaf.

The Westleaf Option Plan is administered by the Westleaf Board and all decisions and interpretations of the Westleaf Board respecting the Westleaf Option Plan or stock options granted thereunder shall be conclusive and binding on Westleaf and on the optionees. The Westleaf Board may, at any time and from time to time, grant options under the Westleaf Option Plan on terms and conditions to be determined by the Westleaf Board from time to time, subject to the conditions contained in the Westleaf Option Plan and subject to the TSXV Policies.

The exercise price of the stock options shall be fixed by the Westleaf Board at the date of grant, provided that such price shall not be less than that permitted by any stock exchange upon which the Westleaf Shares are then listed and posted for trading. The maximum for which stock options may be exercisable is ten years, but such term may be shortened by the Westleaf Board in any stock option agreement, and all stock options will be subject to early termination in accordance with the provisions of the Westleaf Option Plan relating to the cessation of the optionee as a director, officer, employee or consultant, either due to termination of employment or due to death or permanent disability. The aggregate number of Westleaf Shares reserved for issuance pursuant to stock options granted to any one individual in any 12 month period may not exceed five percent of the issued and outstanding Westleaf Shares at the date of grant. The aggregate number of Westleaf Shares reserved for issuance pursuant to stock options granted to any one consultant or granted to employees conducting investor relations activities in any 12 month period may not exceed two percent of the issued and outstanding Westleaf Shares at the date of grant. In addition, the issuance

to any one insider and such insider's associates pursuant to the Westleaf Option Plan and other share compensation arrangements within a 12 month period may not exceed five percent of the outstanding Westleaf Shares at the date of grant.

The Westleaf Option Plan provides that in the event that Westleaf or its shareholders receive and accept an offer in respect of a transaction that will result in a change in control, the Westleaf Board may, in its sole discretion, deal with the Westleaf Options issued under the Westleaf Option Plan in the manner it deems fair and reasonable in light of the circumstances of the change in control. Without limiting the generality of the foregoing, in connection with a change in control, the Westleaf Board may, without any action or consent required on the part of any Eligible Person (as defined in the Westleaf Option Plan): (a) deem any or all Westleaf Options (vested or unvested) under the Westleaf Option Plan to have been exercised and the Westleaf Shares issuable on such exercise to have been tendered to the change in control; (b) apply a portion of the Eligible Person's proceeds from the closing of the change in control to the exercise price payable by that Eligible Person for the exercise of his or her Westleaf Options; (c) cancel the Westleaf Options and pay to an Eligible Person the amount that the Eligible Person would have received, after deducting the exercise price of the Westleaf Options, had the Options been exercised; (d) exchange vested or unvested Westleaf Options, or any portion of them, for options to purchase shares in the capital of the acquiror or any corporation which results from an amalgamation, merger or similar transaction involving Westleaf made in connection with the change in control; or (e) take such other actions, and combinations of the foregoing actions, as it deems fair and reasonable under the circumstances.

The Westleaf Board may, in its sole discretion, accelerate the vesting of any or all outstanding Westleaf Options to provide that such outstanding Westleaf Options shall be fully vested and conditionally exercisable upon (or prior to) the completion of the change in control and require that if any such accelerated Westleaf Options are not exercised within ten (10) business days following the giving of the notice of such change in control to the Eligible Person, such unexercised Westleaf Options shall terminate and expire upon the completion of the proposed change in control. If, for any reason, the change in control does not occur within the contemplated time period, the acceleration of the vesting of the Westleaf Options shall be retracted and vesting shall instead revert to the manner provided herein.

A "change of control" is defined in the Westleaf Option Plan to include: the occurrence of any transaction pursuant to which any person, or any associate or affiliate of such person, hereafter acquires the direct or indirect "beneficial ownership" (as such term is defined in the BCBCA) of securities of Westleaf representing 50% or more of the aggregate voting power of all of Westleaf's then issued and outstanding securities.

In the event of a "change of control" where an adjustment is made to the Westleaf Shares, the number of Westleaf Shares delivered upon the exercise of a Westleaf Option will be adjusted to ensure the holder of the Westleaf Options is in the same position they would have been in prior to such an event. There is no such adjustment being made to the Westleaf Shares in connection with the Arrangement, therefore holders of Westleaf Options are unaffected.

Westleaf Restricted Share Unit Award Plan

On November 22, 2018, the shareholders of Westleaf approved the Westleaf RSU Plan which governs the issuance of the Westleaf RSUs. Directors, officers, and employees of Westleaf and its subsidiaries are eligible to participate in the Westleaf RSU Plan.

The purpose of the Westleaf RSU Plan is to promote the interests and long-term success of Westleaf by: (a) furnishing certain directors, officers and employees of Westleaf of its affiliates with greater incentive to develop and promote the business and financial success of Westleaf; (b) aligning the interests of persons to whom RSUs may be granted with those of the shareholders of Westleaf generally through a proprietary ownership interest in Westleaf; and (c) assisting Westleaf in attracting, retaining and motivating its directors, officers and employees.

The Westleaf RSU Plan is administered by the Westleaf Compensation, Corporate Governance and Nominating Committee of the Westleaf Board, on behalf of the Westleaf Board in accordance with such terms and conditions as the Westleaf Board may prescribe, consisting with the Westleaf RSU Plan. The maximum number of Westleaf Shares that may be issuable pursuant to the Westleaf RSU Plan shall not exceed in the aggregate, when combined

with all of Westleaf's other security based compensation arrangements and including Westleaf's Option Plan, the amount of Westleaf Shares which is equal to 20% of the issued and outstanding Westleaf Shares on a non-diluted basis on the date that the Westleaf RSU Plan is implemented, being December 28, 2018.

As of the date hereof: (a) Westleaf has 3,014,400 outstanding Westleaf Options issued under the Westleaf Option Plan; (b) Westleaf has 8,785,739 Westleaf RSUs issued under the Westleaf RSU Plan; and (c) there remains for issuance 8,853,130 Westleaf Options or Westleaf RSUs (or some combination thereof not to exceed 8,853,130 securities in the aggregate), pursuant to which 20,653,269 Westleaf Shares may be issued, which in aggregate represents 20% of the outstanding Westleaf Shares as of the date of implementation of the Westleaf Option Plan and the Westleaf RSU Plan.

Employment, Consulting and Management Agreements

Employment Contracts

Westleaf entered into employment contracts dated October 23, 2018 with the following Named Executive Officers: Mr. Scott Hurd, in connection with his role as President and Chief Executive Officer, Mr. Taylor Ethans, in connection with his role as Chief Financial Officer, Head of M&A and Corporate Secretary, Mr. Ben Kaanta, in connection with his role as Chief Operating Officer (Westleaf International Inc.), Mr. Shon Williams, in connection with his role as Chief Development Officer (Westleaf International Inc.), and Mr. Christian Monson, in connection with his role as Chief Legal Officer and Vice President of Strategy (Westleaf International Inc.).

Subject to variation in base salaries, the terms and conditions of the employment contracts for each of the foregoing Named Executive Officers were identical. The employment contracts provided for the payment of a base salary for each of the Named Executive Officers together with benefits. The employment contracts also provided that in the event of termination of the Named Executive Officers for any reason other than termination for just cause, Westleaf may provide the Named Executive Officer with a written notice period of eighteen months, and a working notice period of not more than six months, and the Named Executive Officer would be provided with a termination payment for the value of his current monthly base salary grossed up by 10%, less applicable statutory deductions, for the number of months in the written notice period, less the number of months of working notice period provided to the Named Executive Officer.

The Named Executive Officer's right to receive such payment is not be subject to any obligation to mitigate or affected by an actual mitigation. The salaries of the Named Executive Officers are subject to periodic review, at least annually.

Changes of control events for purposes of the employment agreements with Named Executive Officers include such events as amalgamation, consolidation, merger with another entity, acquisition of Westleaf by another entity, or the sale or lease of all or substantially all of the assets of Westleaf.

Estimated Incremental Payments as of December 31, 2018

The following table sets forth the estimated incremental payments and benefits that may be received by Named Executive Officers following a "change in control" of Westleaf, had such event occurred on December 31, 2018. Named Executive Officers of Westleaf have the right, for a period of six months following any event following a "change of control", to elect to terminate their employment agreement and be entitled to receive the "change of control" payment as set out thereunder.

Name	Employment Agreements[1] ($)	Westleaf Option Plan[2] ($)	Westleaf RSU Plan[3] ($)	Total ($)
Scott Hurd President and Chief Executive	$247,500, less applicable statutory deductions	Nil	Nil	$247,500

Name	Employment Agreements[1] ($)	Westleaf Option Plan[2] ($)	Westleaf RSU Plan[3] ($)	Total ($)
Officer				
Taylor Ethans Chief Financial Officer, Head of M&A and Corporate Secretary	$239,250, less applicable statutory deductions	Nil	Nil	$239,250
Ben Kaanta Chief Commercial Officer	$90,750, less applicable statutory deductions	Nil	$907,500[4]	$90,750
Shon Williams Chief Development Officer	$90,750, less applicable statutory deductions	Nil	$907,500[4]	$90,750
Christian Monson Chief Legal Officer and Vice President of Strategy	$90,750, less applicable statutory deductions	Nil	$907,500[4]	$90,750

Notes:

(1) As provided in the Employment Agreement with each of the relevant Named Executive Officers upon a change of control as further described above.

(2) As provided for in the Westleaf Option Plan, assuming a change of control on December 31, 2018, all unvested Westleaf Options held by the Named Executive Officers would vest and be immediately exercisable. Value is calculated based on the difference between the exercise of the Westleaf Options and the closing price of the Westleaf Shares on the TSXV on December 31, 2018, being $0.55.

(3) As provided for in the Westleaf RSU Plan, in the event of a "Merger and Acquisition Transaction" (as defined therein) on December 31, 2018, all unvested Westleaf RSUs held by the Named Executive Officers would vest immediately if such Named Executive Officer is either terminated without cause or resigns with good reason from their position with Westleaf within the period ending 12 months from the date of completion of the Merger and Acquisition Transaction. Value is calculated based on the closing price of the Westleaf Shares on the TSXV on December 31, 2018, being $0.55.

(4) Each of Ben Kaanta, Shon Williams and Christian Monson were issued 1,650,000 Westleaf RSUs on December 4, 2018.

Pension Disclosure

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

Equity Compensation Plan Information

The following table provides details as at the end of the year ended December 31, 2018 with respect to all compensation plans of Westleaf under which equity securities of Westleaf are authorized for issuance:

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected herein)
Equity compensation plans approved by securityholders[1][2]	11,800,139	$0.50	20,653,269
Equity compensation plans not approved by securityholders	N/A	N/A	Nil

Plan Category	Number of securities to be issued upon exercise of outstanding options, warrants and rights	Weighted-average exercise price of outstanding options, warrants and rights	Number of securities remaining available for future issuance under equity compensation plans (excluding securities reflected herein)
Total	11,800,139	$0.50	20,653,269

Notes:

(10) See description of the Westleaf Option Plan and Westleaf RSU Plan above.
(11) As at the date hereof, the Westleaf Option Plan is a fixed 20% stock option plan.
(12) Weighted-average exercise price amount excluding Westleaf RSUs. Weighted-average exercise price including Westleaf RSUs is $0.13.

Corporate Governance Disclosure

In 2005, the Canadian Securities Administrators created National Policy 58-201 *Corporate Governance Guidelines* (the "**Policy**") and NI 58-101, Form 58-101F1 and Form 58-101F2. The Policy addresses matters such as the constitution and independence of corporate boards, the functions to be performed by boards and their committees, and the effectiveness and education of board members. Attached to this Information Circular as Exhibit 1 to this Appendix G – *Information Concerning Westleaf Inc.* is Westleaf's corporate governance disclosure prescribed by Form 58-101F2 *Corporate Governance Disclosure (Venture Issuers)* with respect to matters set out under the Policy.

Audit Committee

Under NI 52-110, Westleaf is required to include in its information circular the disclosure required under Form 52-110F2 with respect to the Westleaf Audit Committee, including the composition of the Westleaf Audit Committee, the text of its Westleaf Audit Committee Charter and the fees paid to the external auditor which is attached as Exhibit 2 to Appendix G of this Information Circular.

Interest of Informed Persons in Material Transactions

Except as otherwise disclosed in this Information Circular, there were no material interests, direct or indirect, of Westleaf's directors or executive officers, or any person who beneficially owns, directly or indirectly, or exercises control or direction over, more than 10% of the voting rights attached to all outstanding voting rights, or any other Informed Person (as defined in NI 51-102) or any known associate or affiliate of such persons, in any transaction since January 1, 2018, or in any proposed transaction, which has materially affected or would materially affect Westleaf.

There are potential conflicts of interest to which the directors and officers of Westleaf may be subject in connection with the operations of Westleaf. Some of the directors and officers of Westleaf are engaged and will continue to be engaged in other business opportunities on their own behalf and on behalf of other corporations, and situations may arise where such directors and officers will be in competition with Westleaf. Individuals concerned shall be governed in any conflicts or potential conflicts by applicable law and internal policies of Westleaf.

Legal Proceedings

Management and the directors of Westleaf are not aware of any legal proceedings, actual or contemplated, to which Westleaf is a party or of which any of its property is the subject matter as of the date hereof by or against Westleaf which would be material to a Shareholder.

Auditor, Transfer Agents and Registrars

The independent auditors of Westleaf are KPMG LLP, whose principal office is located at 205 5th Avenue SW, Suite 3100, Calgary, AB, T2P 4B9. The transfer agent and registrar for the Westleaf Shares is Computershare Trust Company of Canada at its Vancouver office located at 510 Burrard Street, Vancouver, BC V6C 3A8.

Additional Information

Additional information relating to Westleaf is available under Westleaf's profile on the SEDAR website at www.sedar.com. Financial information in respect of Westleaf and its affairs is provided in Westleaf's annual financial statements for the year ended December 31, 2018 and the related management's discussion and analysis. Copies of Westleaf's financial statements and related management's discussion and analysis are available on SEDAR at www.sedar.com and will be sent by Westleaf to any Westleaf Shareholder upon request by calling (403)-801-7612.

EXHIBIT 1

CORPORATE GOVERNANCE DISCLOSURE

General

The Westleaf Board views effective corporate governance as an essential element for the effective and efficient operation of Westleaf. Westleaf believes that effective corporate governance improves corporate performance and benefits all of its shareholders. The following statement of corporate governance practices sets out the Westleaf Board's review of the corporate governance practices relative to NI 58-101 and NP 58-201.

Board of Directors

The Westleaf Board, which is responsible for supervising the management of the business and affairs of Westleaf, is currently comprised of five directors of which three are independent, as such term is defined in NI 58-101 and NI 52-110. The independent directors are Robb McNaughton, Kareen Stangherlin and Delbert Wapass. Scott Hurd and Stephen Mason are not independent by virtue of being a current or previous member of Westleaf's management.

Pursuant to the policies of the TSXV, Westleaf is required to have a board of no fewer than three directors, of which a majority cannot be officers, employees or control persons of Westleaf. In addition, at least one-fourth of the members of the board are required to be resident Canadian.

The Westleaf Board has plenary power to manage and supervise the management of the business and affairs of Westleaf and to act in the best interest of Westleaf. The Westleaf Board is responsible for the overall stewardship of Westleaf and approves all significant decisions that affect Westleaf before they are implemented. The Westleaf Board also considers their implementation and reviews the results. According to its mandate, the fundamental objectives of the Westleaf Board are to enhance and preserve long-term shareholder value and to ensure that Westleaf conducts business in an ethical and safe manner. In performing its functions, the Westleaf Board's mandate is to consider the legitimate interests that stakeholders, such as employees, customers and communities, may have in Westleaf.

Directorships

Certain of Westleaf's directors or nominee directors are currently directors of other reporting issuers (or equivalent) in a jurisdiction or a foreign jurisdiction as follows:

Name of Director, Officer or Promoter	Name of Reporting Issuer	Exchange	Position
Robb McNaughton	Lifestyle Global Brands Limited	TSXV	Director
	Richmond Road Capital Corp.	TSXV	Director
	Global Investments Capital Corp.	TSXV	Director

Orientation and Continuing Education

The Chief Executive Officer of Westleaf, the Chair of the Westleaf Board and the Westleaf Compensation, Corporate Governance and Nominating Committee are jointly responsible for the provision of an orientation program for new directors to explain Westleaf's approach to corporate governance and the nature and operation of its business. The Chief Executive Officer of Westleaf is also responsible for generating continuing education opportunities for all directors so that members of the Westleaf Board may maintain and enhance their skills as directors.

Ethical Business Conduct

Westleaf has adopted the Westleaf Code of Business Conduct and Ethics to deal with the business conduct of directors and officers of Westleaf. In conjunction with the Westleaf Code of Business Conduct and Ethics, the Westleaf Board is of the view that the fiduciary duties placed on individual directors pursuant to corporate legislation and the common law, and the conflict of interest provisions under corporate legislation which restricts an individual director's participation in decisions of the Westleaf Board in which the director has an interest, are sufficient to ensure that the Westleaf Board operates independently of management and in the best interests of Westleaf. The Westleaf Board also encourages and promotes a culture of ethical business conduct by appointing directors who demonstrate integrity and high ethical standards in their business dealings and personal affairs.

Nomination of Directors

The Westleaf Board has established a nominating committee to review the size and composition of the Westleaf Board when considering the number of directors to recommend for election at the annual meeting of Westleaf Shareholders. Among other factors, the nominating committee of the Westleaf Board takes into account the number of directors required to carry out the Westleaf Board duties effectively, and to maintain a diversity of view and experience.

Compensation

The Westleaf Board has established the Westleaf Compensation, Corporate Governance and Nominating Committee to determine compensation for the directors and the Chief Executive Officer of Westleaf. The Westleaf Compensation, Corporate Governance and Nominating Committee is empowered to: (a) recommend, review and approve corporate goals and objectives relevant to the Chief Executive Officer of Westleaf and director performance and evaluate performance to determine compensation; (b) make recommendations to the Westleaf Board regarding compensation including incentive and equity-based compensation plans; and (c) review director and executive officer compensation disclosure prior to its public disclosure. Robb McNaughton and Kareen Stangherlin comprise the Westleaf Compensation, Corporate Governance and Nominating Committee.

Other Board Committees

The Westleaf Board has struck the following Westleaf Board committees: (a) the Westleaf Compensation, Corporate Governance and Nominating Committee; and (b) the Westleaf Audit Committee; and (c) the Westleaf Special Committee.

Assessment of Directors, the Board and Board Committees

The Westleaf Board monitors the adequacy of information given to directors, the communications between the Westleaf Board and management and the strategic direction and processes of the Westleaf Board and its committees, to satisfy itself that the Westleaf Board, its committees and its individual directors are performing effectively. In addition, pursuant to the Westleaf Board mandate: (a) each director is subject to an annual evaluation of his or her individual performance; and (b) the collective performance of the Westleaf Board and of each committee of the Westleaf Board are subject to annual review.

EXHIBIT 2

AUDIT COMMITTEE

The following information is provided in accordance with Form 52-110F2.

Westleaf Audit Committee Charter

The Westleaf Board has adopted the Westleaf Audit Committee Charter for the Westleaf Audit Committee which is attached to this Exhibit 2 to Appendix G – *Information Concerning Westleaf Inc.* as Schedule A.

The Westleaf Audit Committee is a committee of the Westleaf Board established for the purpose of overseeing the accounting and financial reporting processes of Westleaf and annual external audits of the financial statements. The Westleaf Audit Committee has formally set out its responsibilities and compensation requirements in fulfilling its oversight in relation to Westleaf's internal accounting standards and practices, financial information, accounting systems and procedures.

Composition of the Audit Committee

The Westleaf Audit Committee currently consists of Kareen Stangherlin, Robb McNaughton, and Stephen Mason. Mr. Mason is not independent within the meaning of Section 1.4 of NI 52-110 by virtue of being a previous member of Westleaf's management. Each of Ms. Stangherlin and Mr. McNaughton are independent within the meaning of Section 1.4 of NI 52-110. However, as Mr. McNaughton is a partner of Borden Ladner Gervais LLP, a law firm that provides legal services to Westleaf, Mr. McNaughton is not independent within the meaning of Section 1.5 of NI 52-110. Westleaf has determined that Ms. Stangherlin is independent within the meaning of NI 52-110.

All members of the Westleaf Audit Committee are Financially Literate.

Relevant Education and Experience

Collectively, the Westleaf Audit Committee has the education and experience to fulfill the responsibilities outlined in the Westleaf Audit Committee Charter.

Kareen Stangherlin, Director and Chair of Audit Committee

Ms. Stangherlin has over two decades of senior financial, strategic and operational experience with a proven track record of driving critical growth in entrepreneurial investment firms. She is a board member of the $17 billion Alberta Teachers Retirement Fund ("**ATRF**"), the Chair of the Audit and Finance Committee of ATRF, and a Member of the Advocacy Council for CFA Societies Canada, in addition to her role as CEO of Zelos Capital Ltd. Ms. Stangherlin is a Chartered Professional Accountant, a Chartered Financial Analyst and a Certified Financial Planner, with an accounting degree from the Haskayne School of Business and an ICD.D designation from the Institute of Corporate Directors.

Robb McNaughton, Director

Mr. McNaughton is a partner at Border Ladner Gervais LLP law firm in the Securities and Capital Markets Group. Mr. McNaughton is a national leader in public listings, including via capital pool companies and is a member of the TSX Venture Exchange Local Advisory Committee (Alberta). Mr. McNaughton has sat on multiple public and private boards of directors that include industrial, mining and oil and gas issuers. Previously Mr. McNaughton was the Vice President of Strategy and Corporate Operations at a TSX listed financial services corporation. He holds an MBA from the Richard Ivey School of Business.

Stephen Mason, Director and Executive Chairman

Mr. Mason, is a co-founder of Westleaf Cannabis and brings over 38 years of experience in developing domestic and international business opportunities. Mr. Mason has led the start-up of five companies with the most significant being Artumas Group Inc., which reached an enterprise value of $1 billion with over 200 employees in Canada, Tanzania, and Mozambique. Mr. Mason brings extensive experience in interfacing with high-level government policy makers, First Nations communities, and non-government agencies.

Each director has: (a) an understanding of the accounting principles used by Westleaf to prepare its financial statements; (b) the ability to assess the general application of those principles in connection with the estimates, accruals and reserves; (c) experience in preparing, auditing, analyzing or evaluating financial statements that present a breadth and level of complexity of accounting issues that are generally comparable to the breadth and complexity of issues that can reasonably be expected to be raised by the issuer's financial statements, or experience actively supervising individuals engaged in such activities; and (d) an understanding of internal controls and procedures for financial reporting.

Audit Committee Oversight

At no time since the commencement of Westleaf's most recently completed financial year was a recommendation of the Westleaf Audit Committee to nominate or compensate an external auditor not adopted by the Westleaf Board.

Reliance on Certain Exemptions

At no time since the commencement of Westleaf's most recently completed financial year has Westleaf relied on an exemption from Section 2.4 of NI 52-110 or an exemption from NI 52-110, in whole or in part, granted under Part 8 of NI 52-110, the securities regulatory authority exemption. Westleaf is relying on an exemption under Section 6.1 of NI 52-110 with respect to composition of the Westleaf Audit Committee.

Pre-Approval Policies and Procedures

The Westleaf Audit Committee reviews the planning and results of external audit activities and the ongoing relationship with the external auditor including in relation to the engagement of any non-audit services.

External Auditor Service Fees (By Category)

The aggregate fees paid by Westleaf to the external auditors of Westleaf for the last two financial years for audit fees are described below.

Financial Year Ending	Audit Fees	Audit Related Fees	Tax Fees	All Other Fees
December 31, 2018	$46,175	$7,875	$19,275	$23,392
December 31, 2017[(1)]	$2,500	$0	$0	$0
July 31, 2018[(2)]	$7,500	$0	$0	$0

Notes:

(1) Aggregate fees paid by Westleaf Cannabis to the external auditors of Westleaf Cannabis for the period from its incorporation on August 22, 2017 to December 31, 2017.
(2) Aggregate fees paid by IGC Resources Inc. to the external auditors of IGC Resources Inc. for the financial year ended July 31, 2018.

SCHEDULE A
WESTLEAF AUDIT COMMITTEE CHARTER

See Attached

WESTLEAF INC.
(the "Corporation")

AUDIT COMMITTEE CHARTER

This charter governs the operations of the audit committee (the "**Committee**") of the Corporation. The Committee shall report to the board of directors (the "**Board**") of the Corporation.

Purpose

1. The primary function of the Committee is to assist the Board in fulfilling its responsibilities regarding the integrity of the Corporation's financial statements including the financial reporting process and systems of internal controls, the compliance by the Corporation with legal and regulatory requirements and the qualifications, performance and independence of the Corporation's external auditor by reviewing:

    (a) the financial information that will be provided to the shareholders, regulatory authorities and others;

    (b) the systems of internal controls management has established;

    (c) all audit processes; and

    (d) all reporting from the external auditors.

2. Primary responsibility for the financial reporting, information systems, risk management and internal controls of the Corporation is vested in management and is overseen by the Board. While the Committee has the responsibilities and powers set forth in this Charter, it is not the duty of the Committee to plan or conduct audits or to determine that the Corporation's financial statements are complete and accurate and are in accordance with generally accepted accounting principles. These are the responsibilities of management and the external auditor. Nor is it the duty of the Committee to conduct investigations, to resolve disagreements, if any, between management and the external auditor or to assure compliance with laws and regulations.

Composition and Operations

3. The Committee shall be composed of not fewer than three directors, a majority of whom shall not be officers, employees, consultants or control persons of the Corporation or any of its related legal entities.

4. The Committee shall review and reassess this Charter annually.

5. All Committee members shall be financially literate or shall become financially literate within a reasonable period of time after appointment to the Committee.

6. The Corporation's auditors shall be advised of the names of the Committee members and when appropriate will receive notice of and be invited to attend meetings of the Committee and to be heard at those meetings on matters relating to the auditor's duties.

7. The Committee shall meet with the external auditors as it deems appropriate to consider any matter that the Committee or auditors determine should be brought to the attention of the Board or shareholders.

8. The Committee shall meet at least four times each year.

9. The Committee shall have access to the Corporation's senior management and documents as required to fulfill its responsibilities and is provided with the resources necessary to carry out its responsibilities.

10. The Committee shall provide open avenues of communication among management, employees, external auditors and the Board.

11. The secretary to the Committee shall be the Corporate Secretary or an appointee of the Corporate Secretary.

12. Notice of the time and place of every meeting shall be given to each Committee member at least 48 hours prior to the meeting.

13. A majority of the voting membership of the Committee present in person or by telephone or other electronic telecommunication device shall constitute a quorum.

14. The President, Chief Executive Officer, Vice President of Finance and Chief Financial Officer and external auditor are expected to be available to attend meetings or portions thereof. The external auditors will meet at least twice annually with the Committee. Others may or may not attend the meetings at the sole discretion of the Committee.

15. Minutes of Committee meetings shall be approved by the Committee and sent to all directors of the Board.

Duties and Responsibilities

16. Financial Statements and Other Financial Information

The Committee will review and recommend for approval to the Board financial information that will be made publicly available. This includes:

(a) the Corporation's annual and quarterly financial statements;

(b) the Corporation's press releases and reports as they relate to the finances of the Corporation;

(c) the Management Discussion and Analysis;

(d) the financial content of the Annual Report;

(e) the annual information form and any prospectus or private placement memorandums; and

(f) any reports required by regulatory or government authorities as they relate to the finances of the Corporation.

The Committee will review and discuss:

(a) the appropriateness of accounting policies and financial reporting practices to be adopted by the Corporation;

(b) any significant proposed changes in financial reporting and accounting policies and practices to be adopted by the Corporation;

(c) any new or pending developments in accounting and reporting standards that may affect the Corporation;

(d) ascertain compliance with the covenants under applicable loan agreements;

(e) management's key estimates and judgments that may be material to financial reporting; and

(f) any other matters required to be reviewed under applicable legal, regulatory or stock exchange requirements.

17. Risk Management, Internal Control and Information Systems

The Committee will review and obtain reasonable assurance that the risk management, internal control and information systems are operating effectively to produce accurate, appropriate and timely management and financial information. This includes:

(a) review the Corporation's risk management controls and policies;

(b) obtain reasonable assurance that the information systems are reliable and the systems of internal controls are properly designed and effectively implemented through discussions with and reports from management and the external auditor;

(c) review management steps to implement and maintain appropriate internal control procedures including a review of policies;

(d) review adequacy of security of information, information systems and recovery plans;

(e) monitor compliance with statutory and regulatory obligations;

(f) review the appointment of the Vice President of Finance and Chief Financial Officer; and

(g) review the adequacy of accounting and finance resources.

18. External Audit

The Committee will review the planning and results of external audit activities and the ongoing relationship with the external auditor. This includes:

(a) review and recommend to the Board, for shareholder approval, engagement of the external auditor including, as part of such review and recommendation, an evaluation of the external auditors qualifications, independence and performance;

(b) review and recommend to the Board the compensation of the external auditor;

(c) review and recommend to the Board the annual external audit plan, including but not limited to the following:

(i) engagement letter;

(ii) objectives and scope of the external audit work;

(iii) procedures for quarterly review of financial statements;

(iv) materiality limit;

(v) areas of audit risk;

(vi) staffing;

(vii) timetable; and

(viii) proposed fees;

(d) meet with the external auditor to discuss the Corporation's quarterly and annual financial statements and the auditor's report including the appropriateness of accounting policies and underlying estimates;

(e) review and advise the Board with respect to the planning, conduct and reporting of the annual audit, including but not limited to:

(i) any difficulties encountered, or restrictions imposed by management during the annual audit;

(ii) any significant accounting or financial reporting issue including the resolution of any disagreement between management and the external auditors;

(iii) the auditor's evaluation of the Corporation's system of internal controls, procedures and documentation;

(iv) the post audit or management letter containing any findings or recommendation of the external auditor, including management's response thereto and the subsequent follow-up to any identified internal control weakness; and

(v) assess the performance and consider the annual appointment of external auditors for recommendation to the Board;

(f) review and receive assurances on the independence of the external auditor;

(g) review and pre-approve the non-audit services to be provided by the external auditor's firm and consider the impact on the independence of the external audit; and

(h) meet periodically with the external auditor without management present.

19. *Other*

(a) review material litigation and its impact on financial reporting; and

(b) establish procedures for the receipt, retention and treatment of complaints received by the Corporation regarding accounting, internal controls or auditing matters and the confidential, anonymous submission by employees of concerns regarding questionable accounting or auditing matters.

Accountability

20. The committee shall report its discussions to the Board by distributing the minutes of its meetings and where appropriate, by oral report at the next Board meeting.

Standards of Liability

21. Nothing contained in this Charter is intended to expand applicable standards of liability under statutory, regulatory or other legal requirements for the Board or members of the Committee. The purposes and responsibilities outlined in these terms of reference are meant to serve as guidelines rather than inflexible rules and the Committee may adopt such additional procedures and standards as it deems necessary from time to time to fulfill its responsibilities.

Adopted and approved by the Board: January 18, 2019.

APPENDIX H

WESTLEAF OPTION PLAN

WESTLEAF INC.

AMENDED AND RESTATED
STOCK OPTION PLAN

AMENDED
DECEMBER 18, 2019

STOCK OPTION PLAN
OF
WESTLEAF INC.

1. Purpose

The purpose of the Plan is to provide an incentive to the directors, officers, employees, consultants and other personnel of the Corporation or any of its subsidiaries to achieve the long-term objectives of the Corporation; to give suitable recognition to the ability and industry of such persons who contribute materially to the success of the Corporation; and to attract to and retain in the employ of the Corporation or any of its subsidiaries, persons of experience and ability, by providing them with the opportunity to acquire an increased proprietary interest in the Corporation.

2. Definitions and Interpretation

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

(a) "**Board of Directors**" means the Board of Directors of the Corporation;

(b) "**Change in Control**" means the occurrence of any transaction pursuant to which any person, or any associate or affiliate of such person, hereafter acquires the direct or indirect "beneficial ownership" (as such term is defined in the *Business Corporations Act* (British Columbia)) of securities of the Corporation representing 50% or more of the aggregate voting power of all of the Corporation's then issued and outstanding securities;

(c) "**Common Shares**" means common shares in the capital of the Corporation and any shares or securities of the Corporation into which such common shares are changed, converted, subdivided, consolidated or reclassified;

(d) "**Consultant**" means a person or company, other than an employee, executive officer or director of the Corporation, that: (i) is engaged to provide services to the Corporation, other than services provided in relation to a distribution of securities; (ii) provides the services under a written agreement with the Corporation; and (iii) spends or will spend a significant amount of time and attention on the affairs and business of the Corporation, and includes, for an individual consultant, a corporation of which the individual consultant is an employee or shareholder, and a partnership of which the individual consultant is an employee or partner;

(e) "**Corporation**" means Westleaf Inc. and any successor corporation and any reference herein to action by the Corporation means action by or under the authority of its Board of Directors or a duly empowered committee appointed by the Board of Directors;

(f) "**Discounted Market Price**" has the meaning ascribed thereto in Exchange Policies;

(g) "**Effective Date**" has the meaning ascribed thereto in Section 20;

(h) "**Eligible Person**" means a person who is a director, officer, employee, consultant or other personnel of the Corporation or a subsidiary of the Corporation; a corporation wholly-owned by such persons; or any other individual or body corporate who may be granted an option pursuant to the requirements of the Exchange, who is granted an Option pursuant to this Plan;

(i) "**Employee**" means:

(i) an individual who is considered an employee of the Corporation or its subsidiary under the *Income Tax Act* (Canada) (and for whom income tax, employment insurance and CPP deductions must be made at source);

(ii) an individual who works full-time for a Corporation or its subsidiary providing services normally provided by an employee and who is subject to the same control and direction by the Corporation over the details and methods of work as an employee of the Corporation, but for whom income tax deductions are not made at source; or

(iii) an individual who works for a Corporation or its subsidiary on a continuing and regular basis for a minimum amount of time per week (the number of hours should be disclosed in the submission) providing services normally provided by an employee and who is subject to the same control and direction by the Corporation over the details and methods of work as an employee of the Corporation, but for whom income tax deductions are not made at source;

(j) "**Exchange**" means the TSX Venture Exchange or any other stock exchange on which the Common Shares are listed;

(k) "**Exchange Policies**" means the policies of the Exchange, including those set forth in the Corporate Finance Manual of the Exchange;

(l) "**Exercise Notice**" means a notice of option exercise, substantially in the form attached hereto as Schedule "A";

(m) "**Expiry Date**" has the meaning ascribed thereto in Section 8;

(n) "**Filing Statement**" has the meaning ascribed thereto in Section 6;

(o) "**Insider**" has the meaning ascribed thereto in the Exchange Policies;

(p) "**Investor Relations Activities**" has the meaning ascribed thereto in the Exchange Policies;

(q) "**Management Corporation Employee**" means an individual employed by a Person providing management services to the Corporation, which are required for the ongoing successful operation of the business enterprise of the Corporation, but excluding a Person engaged in Investor Relations Activities;

(r) "**Option**" means an option granted by the Corporation to an Eligible Person entitling such Eligible Person to acquire a designated number of Common Shares at a price determined by the Board of Directors;

(s) "**Option Period**" means the period determined by the Board of Directors during which an Eligible Person may exercise an Option, not to exceed the maximum period permitted by the Exchange, which maximum period is 10 years (subject to extension where the expiry date falls in a "**blackout period**");

(t) "**Plan**" shall mean the Corporation's fixed stock option plan as embodied herein and as from time to time amended; and

(u) "**Stock Option Agreement**" has the meaning ascribed thereto in Section 7.

Wherever the singular or masculine is used in this Plan, the same shall be construed as meaning the plural or feminine or body corporate and vice versa, where the context or the parties so require.

3. Administration

The Plan shall be administered by the Board of Directors. The Board of Directors shall have full and final discretion to interpret the provisions of the Plan and to prescribe, amend, rescind and waive rules and regulations to govern the administration and operation of the Plan. All decisions and interpretations made by the Board of Directors shall be binding and conclusive upon the Corporation and on all persons eligible to participate in the Plan, subject to shareholder approval if required by the Exchange. Notwithstanding the foregoing or any other provision contained herein, the Board of Directors shall have the right to delegate the administration and operation of the Plan to a special committee of directors appointed from time to time by the Board of Directors, in which case all references herein to the Board of Directors shall be deemed to refer to such committee.

4. Eligibility

The Board of Directors may at any time and from time to time designate those Eligible Persons who are to be granted an Option pursuant to the Plan and grant an Option to such Eligible Person. Subject to Exchange Policies and the limitations contained herein, the Board of Directors is authorized to provide for the grant and exercise of Options on such terms (which may vary as between Options) as it shall determine. No Option shall be granted to any person except upon recommendation of the Board of Directors. A person who has been granted an Option may, if he is otherwise eligible and if permitted by Exchange Policies, be granted an additional Option or Options if the Board of Directors shall so determine. Subject to Exchange Policies, the Corporation shall represent that the Eligible Person is a bona fide Employee, Consultant or Management Corporation Employee (as such terms are defined in Exchange Policies) in respect of Options granted to such Eligible Persons.

5. Participation

Participation in the Plan shall be entirely voluntary and any decision not to participate shall not affect an Eligible Person's relationship or employment with the Corporation. Notwithstanding any express or implied term of this Plan or any Option to the contrary, the granting of an Option pursuant to the Plan shall in no way be construed as conferring on any Eligible Person any right with respect to continuance as a director, officer, employee or consultant of the Corporation or any subsidiary of the Corporation.

Options shall not be affected by any change of employment of the Eligible Person or by the Eligible Person ceasing to be a director or officer of or a consultant to the Corporation or any of its subsidiaries, where the Eligible Person at the same time becomes or continues to be a director, officer or full-time employee of or a consultant to the Corporation or any of its subsidiaries.

No Eligible Person shall have any of the rights of a shareholder of the Corporation in respect to Common Shares issuable on exercise of an Option until such Common Shares shall have been paid for in full and issued by the Corporation on exercise of the Option, pursuant to this Plan.

6. Shares Subject to Plan

The number of authorized but unissued Common Shares that may be issued upon the exercise of Options granted under the Plan at any time shall not exceed in the aggregate, when combined with all of the Corporation's other security based compensation arrangements and including the Corporation's restricted share unit award plan, that amount of Common Shares which is equal to 20% of the issued and outstanding Common Shares (on a non-diluted basis) on the date that is the earlier of: (i) the date on which the arrangement (the "**WGBC Transaction**") under Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) involving the Corporation, We Grow BC Ltd. ("**WGBC**") and certain securityholders of

WGBC is completed (the "**Closing Date**"); or (ii) the date on which the arrangement agreement between the Corporation and WGBC dated November 7, 2019 and entered into in connection with the WGBC Transaction (as may be amended from time to time) is terminated in accordance with its terms (the "**Termination Date**"). It is anticipated that the number of authorized, but unissued Common Shares available for issuance under the Plan will be 65,885,105 Common Shares (based on 334,092,193 Common Shares issued and outstanding on the Closing Date) on the Closing Date or such other number as may be equal to 20% of the issued and outstanding Common Shares on the Closing Date or the Termination Date, as the case may be.

The Options granted under the Plan together with all of the Corporation's other previously established stock option plans or grants, shall not result at any time in:

(a) the number of Common Shares reserved for issuance pursuant to Options granted to Insiders exceeding 10% of the issued and outstanding Common Shares;

(b) the grant to Insiders within a 11-month period, of a number of Options exceeding 10% of the outstanding Common Shares; or

(c) the grant to any one (1) Eligible Person within a twelve-month period, of a number of Options exceeding 5% of the issued and outstanding Common Shares.

Subject to Exchange Policies, the aggregate number of Common Shares reserved for issuance to any one Eligible Person under Options granted in any 12-month period shall not exceed 5% of the issued and outstanding Common Shares determined at the date of grant or (i) in the case of Consultants, 2% of the issued and outstanding Common Shares to each Consultant in any 12-month period; or (ii) 2% of the issued and outstanding Common Shares in the case of an Eligible Person conducting Investor Relations Activities in any 12-month period (as such terms are defined in Exchange Policies).

Appropriate adjustments shall be made as set forth in Section 14 hereof, in both the number of Common Shares covered by individual grants and the total number of Common Shares authorized to be issued hereunder, to give effect to any relevant changes in the capitalization of the Corporation.

If any Option granted hereunder shall expire or terminate for any reason without having been exercised in full, the unpurchased Common Shares subject thereto shall again be available for the purpose of the Plan.

7. Option Agreement

A written agreement will be entered into between the Corporation and each Eligible Person to whom an Option is granted hereunder, which agreement will set out the number of Common Shares subject to option, the exercise price and any other terms and conditions approved by the Board of Directors, all in accordance with the provisions of this Plan (herein referred to as the "**Stock Option Agreement**"). The Stock Option Agreement will be in such form as the Board of Directors may from time to time approve, and may contain such terms as may be considered necessary in order that the Option will comply with any provisions respecting options in the income tax or other laws in force in any country or jurisdiction of which the Eligible Person may from time to time be a resident or citizen or the rules of any regulatory body having jurisdiction over the Corporation.

8. Option Period and Exercise Price

Each Option and all rights thereunder shall be expressed to expire on the date set out in the respective Stock Option Agreement, which shall be the date of the expiry of the Option Period (the "**Expiry Date**"), subject to earlier termination as provided in Sections 10 and 11 hereof.

Subject to Exchange Policies and any limitations imposed by any relevant regulatory authority, the exercise price of an Option granted under the Plan shall be as determined by the Board of Directors when such Option is granted and shall be an amount at least equal to the Discounted Market Price of the Common Shares.

9. Exercise of Options

An Eligible Person shall be entitled to exercise an Option granted to him or her at any time prior to the expiry of the Option Period, subject to Sections 10 and 11 hereof and to vesting limitations as shall be described in the relevant Stock Option Agreement.

The exercise of any Option will be conditional upon receipt by the Corporation at its head office of a written Exercise Notice, accompanied by cash payment, certified cheque or bank draft for the full purchase price of such Common Shares with respect to which the Option is being exercised.

Common Shares shall not be issued pursuant to the exercise of an Option unless the exercise of such Option and the issuance and delivery of such Common Shares pursuant thereto shall comply with all relevant provisions of applicable securities law, and the requirements of any stock exchange or consolidated stock price reporting system on which prices for the Common Shares are quoted at any given time. As a condition to the exercise of an Option, the Corporation may require the person exercising such Option to represent and warrant at the time of any such exercise that the Common Shares are being purchased only for investment and without any present intention to sell or distribute such Common Shares if, in the opinion of counsel for the Corporation, such a representation is required by law.

10. Ceasing to be a Director, Officer, Employee or Consultant

If an Eligible Person ceases to be a director, officer, employee or consultant of the Corporation or its subsidiaries for any reason other than death, the Eligible Person may, but only within ninety (90) days after the Eligible Person's ceasing to be a director, officer, employee or consultant (or 30 days in the case of an Eligible Person engaged in Investor Relations Activities) or prior to the expiry of the Option Period, whichever is earlier, exercise any Option held by the Eligible Person, but only to the extent that the Eligible Person was entitled to exercise the Option at the date of such cessation. For greater certainty, any Eligible Person who is deemed to be an employee of the Corporation pursuant to any medical or disability plan of the Corporation shall be deemed to be an employee for the purposes of the Plan.

11. Death of Eligible Person

In the event of the death of an Eligible Person, the Option previously granted to him or her shall be exercisable within one year following the date of the death of the Eligible Person or prior to the expiry of the Option Period, whichever is earlier, and then only:

(a) by the person or persons to whom the Eligible Person's rights under the Option shall pass by the Eligible Person's will or the laws of descent and distribution, or by the Eligible Person's legal personal representative; and

(b) to the extent that the Eligible Person was entitled to exercise the Option at the date of the Eligible Person's death.

12. Eligible Person's Rights Not Transferable

No right or interest of any Eligible Person in or under the Plan is assignable or transferable, in whole or in part, either directly or by operation of law or otherwise in any manner except by bequeath or the laws of descent and distribution, subject to the requirements of the Exchange, or as otherwise allowed by the Exchange.

Subject to the foregoing, the terms of the Plan shall bind the Corporation and its successors and assigns, and each Eligible Person and his or her heirs, executors, administrators and personal representatives.

13. Change of Control

Notwithstanding anything else in this Plan, the Board of Directors shall have the right to provide for the conversion or exchange of any outstanding Options into or for options, rights or other securities in any entity participating in or resulting from a Change in Control.

In the event that the Corporation or its shareholders receive and accept an offer in respect of a transaction that will result in a Change in Control, the Board of Directors may, in its sole discretion, deal with the Options issued under the Plan in the manner it deems fair and reasonable in light of the circumstances of the Change in Control. Without limiting the generality of the foregoing, in connection with a Change in Control, the Board of Directors may, without any action or consent required on the part of any Eligible Person: (i) deem any or all Options (vested or unvested) under the Plan to have been exercised and the common shares issuable on such exercise to have been tendered to the Change in Control, (ii) apply a portion of the Eligible Person's proceeds from the closing of the Change in Control to the exercise price payable by that Eligible Person for the exercise of his or her Options, (iii) cancel the Options and pay to an Eligible Person the amount that the Eligible Person would have received, after deducting the exercise price of the Options, had the Options been exercised, (iv) exchange vested or unvested Options, or any portion of them, for options to purchase shares in the capital of the acquiror or any corporation which results from an amalgamation, merger or similar transaction involving the Corporation made in connection with the Change in Control; or (v) take such other actions, and combinations of the foregoing actions, as it deems fair and reasonable under the circumstances.

Without limiting the generality of the above, the Board of Directors may, in its sole discretion, accelerate the vesting of any or all outstanding Options to provide that such outstanding Options shall be fully vested and conditionally exercisable upon (or prior to) the completion of the Change in Control and require that if any such accelerated Options are not exercised within ten (10) business days following the giving of the notice of such Change in Control to the Eligible Person, such unexercised Options shall terminate and expire upon the completion of the proposed Change in Control. If, for any reason, the Change in Control does not occur within the contemplated time period, the acceleration of the vesting of the Options shall be retracted and vesting shall instead revert to the manner provided herein.

14. Anti-Dilution of the Option

In the event of:

(a) any subdivision, redivision or change of the Common Shares at any time during the term of the Option into a greater number of Common Shares, the Corporation shall deliver, at the time of any exercise thereafter of the Option, such number of Common Shares as would have resulted from such subdivision, redivision or change if the exercise of the Option had been made prior to the date of such subdivision, redivision or change;

(b) any consolidation or change of the Common Shares at any time during the term of the Option into a lesser number of Common Shares, the number of Common Shares deliverable by the Corporation on any exercise thereafter of the Option shall be reduced to such number

of Common Shares as would have resulted from such consolidation or change if the exercise of the Option had been made prior to the date of such consolidation or change;

(c) any reclassification of the Common Shares at any time outstanding or change of the Common Shares into other shares, or in case of the consolidation, amalgamation or merger of the Corporation with or into any other corporation (other than a consolidation, amalgamation or merger which does not result in a reclassification of the outstanding Common Shares or a change of the Common Shares into other shares), or in case of any transfer of the undertaking or assets of the Corporation as an entirety or substantially as an entirety to another corporation, at any time during the term of the Option, the Eligible Person shall be entitled to receive, and shall accept, in lieu of the number of Common Shares to which he was theretofore entitled upon exercise of the Option, the kind and amount of shares and other securities or property which such holder would have been entitled to receive as a result of such reclassification, change, consolidation, amalgamation, merger or transfer if, on the effective date thereof, he had been the holder of the number of Common Shares to which he was entitled upon exercise of the Option.

Adjustments shall be made successively whenever any event referred to in this section shall occur. For greater certainty, the Eligible Person shall pay for the number of shares, other securities or property as aforesaid, the amount the Eligible Person would have paid if the Eligible Person had exercised the Option prior to the effective date of such subdivision, redivision, consolidation or change of the Common Shares or such reclassification, consolidation, amalgamation, merger or transfer, as the case may be.

15. Hold Period

All Options and any Common Shares issued on the exercise of Options may be subject to and legended with a four (4) month hold period commencing on the date the Options were granted pursuant to the rules of the Exchange and applicable securities laws. Any Common Shares issued on the exercise of Options may be subject to resale restrictions contained in National Instrument 45-102 – *Resale of Securities* which would apply to the first trade of the Common Shares.

16. Costs

The Corporation shall pay all costs of administering the Plan.

17. Termination and Amendment

The Board of Directors may amend or terminate this Plan or any outstanding Option granted hereunder at any time without the approval of the shareholders of the Corporation or any Eligible Person whose Option is amended or terminated, in order to conform this Plan or such Option, as the case may be, to applicable law or regulation or the requirements of the Exchange or any relevant regulatory authority, whether or not such amendment or termination would affect any accrued rights, subject to the approval of the Exchange or such regulatory authority.

The Board of Directors may amend or terminate this Plan or any outstanding Option granted hereunder for any reason other than the reasons set forth above in this Section 17, subject to the approval of the Exchange or any relevant regulatory authority and the approval of the shareholders of the Corporation if required by the Exchange or such regulatory authority. Subject to Exchange Policies, disinterested shareholder approval will be obtained for any reduction in the exercise price of an Option if the Eligible Person is an Insider of the Corporation at the time of the proposed amendment. No such amendment or termination will, without the consent of an Eligible Person, alter or impair any rights which have accrued to him or her prior to the effective date thereof.

The Plan, and any amendments thereto, shall be subject to acceptance and approval by the Exchange. Any Options granted prior to such approval and acceptance shall be conditional upon such approval and acceptance being given and no such Options may be exercised unless and until such approval and acceptance are given.

18. Applicable Law

This Plan shall be governed by, administered and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

19. Prior Plans

On the effective date (as set out in Section 20 hereof), subject to Exchange approval and, if required, shareholder approval:

(a) the Plan shall entirely replace and supersede prior stock option plans, if any, enacted by the Corporation; and

(b) all outstanding options shall be deemed to be granted pursuant to the Plan.

20. Effective Date

This Plan became effective on December 28, 2018.

SCHEDULE "A"
NOTICE OF OPTION EXERCISE

WESTLEAF INC.
STOCK OPTION PLAN

To: Westleaf Inc. (the "Corporation")

Please be advised that in connection with stock options granted under the Corporation's Stock Option Plan and pursuant to the Stock Option Agreement of Stock Options dated _____ (the "**Stock Options**"), the undersigned hereby wishes to exercise his or her option to purchase _____ common voting shares in the capital of the Corporation (the "**Option Shares**") at a price of $_____ per share, for a total payment of $_____ (the "**Exercise Payment**").

The undersigned hereby agrees to file, on a timely basis, all reports that may be required to be filed under applicable securities laws. The undersigned understands that the fair market value assigned to the Option Shares for income tax purposes shall be determined by the board of directors of the Corporation on the date of this exercise and that this request to exercise my Stock Options is irrevocable.

Please find enclosed a bank draft or certified cheque in the amount of $_____, representing the aggregate Exercise Payment payable to the Corporation in full payment for the Option Shares.

The Option Shares issued on the exercise of my Stock Options specified above are to be registered as follows:

_____
(Print Registree's Name)

_____
(Address)

_____
(Telephone Number) (Facsimile Number) (E-Mail Address)

_____
(Eligible Person's Signature)

_____

APPENDIX I

WESTLEAF RSU PLAN

WESTLEAF INC.

AMENDED AND RESTATED
RESTRICTED SHARE UNIT AWARD PLAN

AMENDED
DECEMBER 18, 2019

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ARTICLE 1
PURPOSE OF THIS PLAN

1.1 Purpose of this Plan

The purpose of this Plan is to promote the interests and long-term success of the Corporation by:

(a) furnishing certain directors, officers, and employees of the Corporation or its Affiliates with greater incentive to develop and promote the business and financial success of the Corporation;

(b) aligning the interests of persons to whom Restricted Awards may be granted with those of the shareholders of the Corporation generally through a proprietary ownership interest in the Corporation; and

(c) assisting the Corporation in attracting, retaining and motivating its directors, officers, and employees.

The Corporation believes that these purposes may best be effected by granting Restricted Awards and affording such persons an opportunity to acquire a proprietary interest in the Corporation.

ARTICLE 2
DEFINITIONS

2.1 Definitions

In this Plan, unless there is something in the subject matter or context inconsistent therewith, capitalized words and terms will have the following meanings:

(a) "**Affiliate**" means an affiliate as defined in the Securities Act and includes issuers that are similarly related, whether or not any of the issuers are companies, partnerships, limited partnerships, trusts, income trusts or investment trusts or any other organized entity issuing securities;

(b) "**Applicable Withholding Taxes**" means all taxes and other source deductions or other amounts which the Corporation or an Affiliate of the Corporation is or may be required by law to withhold in respect of the Plan or in respect of a Restricted Award, including in respect of the issuance transfer, amendment or vesting of a Restricted Award or the issuance of Shares thereunder;

(c) "**Associate**" means an associate as defined in the Securities Act;

(d) "**Award Agreement**" means any written agreement, contract or other instrument or document evidencing any Restricted Award granted under this Plan. Each Award Agreement shall be subject to the applicable terms and conditions of this Plan and any other terms and conditions (not inconsistent with this Plan) determined by the Compensation Committee;

(e) "**Blackout Period**" means an interval of time during which the Corporation has determined that one or more Participants may not trade any securities of the Corporation because they may be in possession of undisclosed material information pertaining to the Corporation;

(f) "**Board**" means the board of directors of the Corporation as constituted from time to time;

(g) "**Change in Control**" means:

(i) any merger or amalgamation in which voting securities of the Corporation possessing more than fifty percent (50%) of the total combined voting power of the Corporation's outstanding securities are transferred to a person or persons different from the persons holding those securities immediately prior to such transaction;

(ii) any acquisition, directly or indirectly, by a person or Related Group of Persons (other than a person that is a registered dealer as described in Section 2.1(u)(iii) and other than the Corporation or a person that directly or indirectly controls, is controlled by, or is under common control with, the Corporation) of beneficial ownership of voting securities of the Corporation possessing more than fifty percent (50%) of the total combined voting power of the Corporation's outstanding securities;

(iii) any acquisition, directly or indirectly, by a person or Related Group of Persons of the right to appoint a majority of the directors of the Corporation or otherwise directly or indirectly control the management, affairs and business of the Corporation;

(iv) any sale, transfer or other disposition of all or substantially all of the assets of the Corporation;

(v) a complete liquidation or dissolution of the Corporation; or

(vi) any transaction or series of transactions involving the Corporation or any of its Affiliates that the Board in its discretion deems to be a Change in Control;

provided however, that a Change in Control shall not be deemed to have occurred if such Change in Control results from:

(vii) the issuance, in connection with a bona fide financing or series of financings by the Corporation or any of its Affiliates, of voting securities of the Corporation or any of its Affiliates or any rights to acquire voting securities of the Corporation or any of its Affiliates which are convertible into voting securities;

(viii) a transaction or series of transactions involving the Corporation or any of its Affiliates whereby the holders of the voting securities of the Corporation continue to hold voting securities in the capital of the surviving or successor entity in substantially the same proportion as such holders held voting securities in the Corporation immediately prior to the commencement of such transaction or series of transactions; or

(ix) a reverse take-over of the Corporation, so long as more than one-half of the members of the Board immediately prior to the reverse take-over constitute more than one-half of the members of the board of directors of the other company involved in the reverse take-over of the Corporation following the reverse take-over.

(h) "**Compensation Committee**" means the Compensation Committee of the Board or such other committee of the Board to which the Board has delegated responsibility for administration of the Plan or, if the Board has not made such delegation, "Compensation Committee" shall mean the Board;

(i) "**Consultant**" means a person or company, other than an employee, executive officer or director of the Corporation, that: (i) is engaged to provide services to the Corporation, other than services provided in relation to a distribution of securities; (ii) provides the services under a written agreement with the Corporation; and (iii) spends or will spend a significant amount of time and attention on the affairs and business of the Corporation, and includes, for an

individual consultant, a corporation of which the individual consultant is an employee or shareholder, and a partnership of which the individual consultant is an employee or partner;

(j) "**Corporation**" means Westleaf Inc. and any successor corporation and any reference herein to action by the Corporation means action by or under the authority of its Board or a duly empowered committee appointed by the Board;

(k) "**Eligible Person**" means director, officer, or employee of the Corporation or its Affiliates;

(l) "**Exchange**" means the TSX Venture Exchange, the Canadian Stock Exchange, or such stock exchanges or other organized markets on which the Shares are listed or posted for trading;

(m) "**Insider**" in relation to the Corporation means:

(i) a director or senior officer of the Corporation;

(ii) a director or senior officer of a company that is an Insider or subsidiary of the Corporation; or

(iii) a person that beneficially owns or controls, directly or indirectly, Shares carrying more than 10% of the voting rights attached to all Outstanding Shares.

(n) "**Investor Relations Activities**" has the meaning ascribed thereto in TSX Venture Exchange policies;

(o) "**Merger and Acquisition Transaction**" means:

(i) any merger;

(ii) any acquisition;

(iii) any amalgamation;

(iv) any offer for Shares which if successful would entitle the offeror to acquire all of the voting securities of the Corporation; or

(v) any arrangement or other scheme of reorganization;

that results in a Change in Control;

(p) "**Outstanding Shares**" at the time of any issuance of Shares means the number of Shares that are outstanding immediately prior to the issue of the Shares in question, on a non-diluted basis, or such other number as may be determined under the applicable rules and regulations of all regulatory authorities to which the Corporation is subject, including the Exchange;

(q) "**Participant**" means an Eligible Person designated to be granted a Restricted Award under this Plan;

(r) "**Permitted Assign**" in respect of a Participant means:

(i) an executor or administrator for the estate of the Participant upon the death of the Participant, or

(ii) a committee or duly appointed attorney of the Participant, upon the Participant becoming incapable, by reason of physical or mental infirmity, of managing his or her affairs.

(s) "**Plan**" means this plan, as the same may from time to time be supplemented or amended and in effect;

(t) "**Proposed Transaction**" has the meaning ascribed thereto by Section 3.1 of this Plan;

(u) "**Related Group of Persons**" in respect of a person means:

(i) the person together with any one or more of the person's Associates or Affiliates; and

(ii) any two or more persons who have an agreement, commitment or understanding, whether formal or informal, with respect to:

(A) the acquisition of or the intention to acquire, directly or indirectly, beneficial ownership of, or control and direction over, voting securities of the Corporation; or

(B) the exercise of voting rights attached to the securities of the Corporation beneficially owned by such persons, or over which such persons have control and direction, on matters regarding the appointment of directors or control of the management, affairs and business of the Corporation;

(iii) despite the above Section 2.1(u)(ii)(A), a registered dealer acting solely in an agency capacity for a person or Related Group of Persons in connection with the acquisition of beneficial ownership of, or control and direction over, securities of the Corporation, and not executing principal transactions for its own account or performing services beyond customary dealer's functions, shall not be deemed solely by reason of such agency relationship to be a related person for the purposes of the definition of Related Group of Persons; and

(v) "**Restricted Award**" means restricted share unit award granted pursuant to Section 8.1, for which the form of Award Agreement is attached hereto as Schedule "A";

(w) "**Securities Act**" means the *Securities Act* (British Columbia), as amended from time to time;

(x) "**Shares**" means the common shares in the capital of the Corporation; and

(y) "**Shareholder**" means a holder of Shares.

ARTICLE 3
EFFECTIVE DATE OF PLAN

3.1 This Plan became effective on December 28, 2018.

ARTICLE 4
ADMINISTRATION OF PLAN

4.1 The Board may at any time appoint a committee of the Board (the "**Compensation Committee**") to, among other things, interpret, administer and implement this Plan on behalf of the Board in accordance with such terms and conditions as the Board may prescribe, consistent with this Plan (provided that if

at any such time such a committee has not been appointed by the Board, this Plan will be administered by the Board, and in such event references herein to the Compensation Committee shall be construed to be a reference to the Board). The Board will take such steps that in its opinion are required to ensure that the Compensation Committee has the necessary authority to fulfil its functions under this Plan.

4.2 The Compensation Committee is authorized, subject to the provisions of the Plan, to establish such rules and regulations as it deems necessary for the proper administration of the Plan, and to make determinations and take such other action in connection with or in relation to the Plan as it deems necessary or advisable. Each determination or action made or taken pursuant to the Plan, including interpretation of the Plan, shall be final and conclusive for all purposes and binding on all parties, absent manifest error.

4.3 The Corporation will be responsible for all costs relating to the administration of the Plan.

4.4 Unless otherwise determined by the Board, the Plan shall remain an unfunded obligation of the Corporation and the rights of Participants under the Plan shall be general unsecured obligations of the Corporation.

4.5 The Corporation is authorized to take such steps as may be necessary to ensure all Applicable Withholding Taxes are withheld, deducted and remitted as required by law.

ARTICLE 5
SHARES AVAILABLE FOR AWARDS

5.1 Subject to adjustment as provided in Article 16 of this Plan, the maximum number of Shares that may be issuable pursuant to this Plan shall not exceed in the aggregate, when combined with all of the Corporation's other security based compensation arrangements and including the Corporation's stock option plan, that amount of Shares which is equal to 20% of the issued and outstanding Shares on a non-diluted basis on the date that is the earlier of: (i) the date on which the arrangement (the "**WGBC Transaction**") under Division 5 of Part 9 of the *Business Corporations Act* (British Columbia) involving the Corporation, We Grow BC Ltd. ("**WGBC**") and certain securityholders of WGBC is completed (the "**Closing Date**"); or (ii) the date upon which the arrangement agreement between the Corporation and WGBC dated November 7, 2019 and entered into in connection with the WGBC Transaction (as may be amended from time to time) is terminated in accordance with its terms (the "**Termination Date**"). It is anticipated that the number of authorized, but unissued Shares available for issuance under the Plan will be 65,885,105 Shares (based on 334,092,193 Shares issued and outstanding on the Closing Date) on the Closing Date or such number equal to 20% of the issued and outstanding Shares on the Closing Date or the Termination Date, as the case may be.

5.2 For purposes of Section 5.1 and subject to Section 5.3, the number of Shares covered by a Restricted Award or to which a Restricted Award relates shall be counted on the date of grant of such Restricted Award against the aggregate number of Shares available for granting Restricted Awards under this Plan.

5.3 If an outstanding Restricted Award for any reason expires or is terminated or cancelled without having been settled in full, the Shares shall will only be available again for issuance under this Plan upon approval of the Exchange.

5.4 The Board will reserve for issuance from time to time out of the authorized but unissued Shares sufficient Shares to provide for issuance of all Shares which are issuable under all Restricted Awards.

5.5 Fractional Restricted Awards are permitted under this Plan.

ARTICLE 6
GRANT OF AWARDS

6.1 Subject to the provisions of this Plan, the Compensation Committee may from time to time grant to any Eligible Person one or more Restricted Awards as the Compensation Committee deems appropriate.

6.2 The date on which a Restricted Award will be deemed to have been granted under this Plan will be the date on which the Compensation Committee authorizes the grant of such Restricted Award or such other future date as may be specified by the Compensation Committee at the time of such authorization (including, but not limited to, the date the Award Agreement is entered into pursuant to Section 6.4).

6.3 The number of Shares that may be issued under any Restricted Award will be determined by the Compensation Committee, provided that:

(a) subject to Section 6.3(b), the number of Shares reserved for issuance to any one Participant pursuant to this Plan combined with all of the Corporation's other security based arrangements, including the Corporation's stock option plan, within any one year period shall not, in aggregate, exceed 5% of the total number of Outstanding Shares, or (i) in the case of Consultants, 2% of the issued and outstanding Shares to each Consultant in any one year period; or (ii) 2% of the issued and outstanding Shares in the case of a Participant conducting Investor Relations Activities in any one year period, unless disinterested Shareholder approval is obtained for such issuances;

(b) the number of Shares reserved for issuance to any one Participant pursuant to this Plan within any one year period shall not, in aggregate, exceed 1% of the total number of Outstanding Shares, unless disinterested Shareholder approval is obtained for such issuance;

(c) the maximum number of Shares which may be reserved for issuance to a Related Group of Persons, together with any other security based compensation agreements, may not exceed 10% of the issued Shares

(d) subject to Section 6.3(e), the number of Shares:

(i) issuable, at any time, to Participants that are Insiders; and

(ii) issued to Participants that are Insiders within any one year period;

pursuant to this Plan, or when combined with all of the Corporation's other security based compensation arrangements that provide for the issuance from treasury or potential issuance from treasury of Shares shall not, in aggregate, exceed 5% of the total number of Outstanding Shares;

(e) the number of Shares reserved for issuance to Participants that are Insiders pursuant to this Plan within any one year period shall not, in aggregate, exceed 2% of the total number of Outstanding Shares, unless disinterested Shareholder approval is obtained for such issuances,

6.4 Each Restricted Award will be evidenced by an Award Agreement which incorporates such terms and conditions (including all vesting conditions) as the Compensation Committee in its discretion deems appropriate and consistent with the provisions of this Plan (and the execution and delivery by the Corporation of an Award Agreement with a Participant shall be conclusive evidence that such Award Agreement incorporates terms and conditions determined by the Compensation Committee and is consistent with the provisions of this Plan). Each Award Agreement will be executed by the Participant to whom the Restricted Award is granted and on behalf of the Corporation by any member of the

Compensation Committee or any officer of the Corporation or such other person as the Compensation Committee may designate for such purpose.

6.5 Restricted Awards granted pursuant to this Plan shall vest no later than December 15 of the third year following the end of the Service Year in respect of each such Restricted Award. For the purposes of this paragraph: (i) where a Restricted Award is granted within the first half of a calendar year, the Service Year in respect of such Restricted award shall be the immediately preceding year; and (ii) where a Restricted Award is granted within the second half of a calendar year, the Service Year in respect of such Restricted award shall be the year of grant.

ARTICLE 7
ELIGIBILITY

7.1 Any Eligible Person shall be eligible to be designated a Participant. The Corporation and a Participant shall confirm that any Eligible Person that is an employee is a *bona fide* employee of the Corporation or its Affiliates. In determining whether an Eligible Person shall receive a Restricted Award and the terms of any Restricted Award, the Compensation Committee may take into account the nature of the services rendered by the Eligible Person, his or her present and potential contributions to the success of the Corporation, and such other factors as the Compensation Committee, in its discretion, shall deem relevant.

ARTICLE 8
RESTRICTED AWARD GRANTS

8.1 The Compensation Committee is hereby authorized to grant Restricted Awards to an Eligible Person subject to the terms of this Plan. Each vested, whole Restricted Award granted under this Plan shall be denominated or payable in Shares and shall confer on the holder thereof the right to receive one Share from treasury (subject to adjustment in accordance with this Plan), immediately upon the completion of certain conditions during such periods as the Compensation Committee shall establish. Subject to the terms of this Plan, the conditions to be completed during any period, the length of any period, the amount of any Restricted Award granted, the number of treasury Shares receivable pursuant to any Restricted Award and any other terms and conditions of the Restricted Award shall be determined by the Compensation Committee at the time of grant. A Restricted Award will be subject to an Award Agreement containing such terms and conditions, not inconsistent with the provisions of this Plan, as the Compensation Committee shall determine.

8.2 Except as otherwise determined by the Compensation Committee or as set forth in the applicable Award Agreement, upon the termination of a Participant's employment (as determined under criteria established by the Compensation Committee), including by way of death, retirement, disability, termination without cause and termination for cause during the term of a Restricted Award, all unvested Restricted Awards held by the Participant shall be forfeited and cancelled; provided, however, that the Compensation Committee may, if it determines that a waiver would be in the best interest of the Corporation, waive in whole or in part any or all remaining restrictions or conditions with respect to any such Award.

ARTICLE 9
GENERAL TERMS OF RESTRICTED AWARDS

9.1 Restricted Awards may be granted for no cash consideration.

9.2 Restricted Awards may, in the discretion of the Compensation Committee, be granted either alone or in addition to or in tandem with any award granted under any plan of the Corporation or any Affiliate. Restricted Awards granted in addition to or in tandem with awards granted under any such other plan

of the Corporation or any Affiliate may be granted either at the same time as or at a different time from the grant of such other awards.

9.3 All Shares delivered pursuant to a Restricted Award shall be subject to such stop transfer orders and other restrictions as the Compensation Committee may deem advisable, applicable Canadian provincial or foreign securities laws and regulatory requirements, applicable Exchange policies and rules, and applicable Canadian corporate laws, and the Compensation Committee may direct appropriate stop transfer orders and cause other legends to be placed on the certificates for such Shares to reflect such restrictions.

ARTICLE 10
CHANGE IN STATUS

10.1 A change in the status, office, position or duties of a Participant from the status, office, position or duties held by such Participant on the date on which the Restricted Award was granted to such Participant will not result in the termination of the Restricted Award granted to such Participant provided that such Participant remains an Eligible Person.

ARTICLE 11
NON-TRANSFERABILITY OF RESTRICTED AWARDS

11.1 Each Award Agreement will provide that the Restricted Award granted thereunder is not transferable or assignable to anyone other than a Permitted Assign.

ARTICLE 12
REPRESENTATIONS AND COVENANTS OF PARTICIPANTS

12.1 Each Award Agreement will contain representations and covenants of the Participant that:

(a) the Participant is a director, officer or employee of the Corporation or its Affiliates or a person otherwise determined as an Eligible Person under this Plan by the Compensation Committee;

(b) the Participant has not been induced to enter into such Award Agreement by the expectation of employment or continued employment with the Corporation or its Affiliates;

(c) the Participant is aware that the grant of the Restricted Award and the issuance by the Corporation of Shares thereunder are exempt from the obligation under applicable securities laws to file a prospectus or other registration document qualifying the distribution of the Restricted Awards of the Shares to be distributed thereunder under any applicable securities laws.

ARTICLE 13
WITHHOLDING TAX

13.1 Each Participant shall be responsible for all taxes in respect of the Plan and in respect of the issuance, transfer, amendment or vesting of a Restricted Award or the issuance of Shares thereunder. The Corporation makes no guarantee to any person regarding the tax consequences of becoming a Participant in the Plan and none of the Corporation, its Affiliates or any of their respective employees or representatives shall have any liability to any Participant with respect thereto. The Corporation shall be entitled to take all reasonable and necessary steps and to obtain all reasonable or necessary indemnities, assurances, payments or undertakings to satisfy any obligation to pay or withhold an amount on account of Applicable Withholding Taxes. Without limiting the generality of the foregoing, the Corporation may for such purposes withhold or offset such amounts from any salary or other amounts otherwise due

or to become due from the Corporation to the Participant or may require that a Participant pay such amounts to the Corporation.

13.2 Participant will be solely responsible for paying any Applicable Withholding Taxes arising from the grant, vesting or issuance or payment of underlying Shares or cash of any Restricted Award and payment is to be made in a manner satisfactory to the Corporation. Notwithstanding the foregoing, the Corporation will have the right to withhold from any Restricted Award or any Shares issuable pursuant to a Restricted Award or from any cash amounts otherwise due or to become due from the Corporation to the Participant, an amount equal to any such taxes.

ARTICLE 14
CONDITIONS

14.1 Notwithstanding any provision in this Plan, other than pursuant to an Award Agreement, the Corporation's obligation to issue Shares to a Participant pursuant to the terms of any Restricted Award will be subject to, if applicable:

(a) completion of such registration or other qualification of such Shares or obtaining approval of such governmental authority as the Corporation will determine to be necessary or advisable in connection with the authorization, issuance or sale thereof; and

(b) the receipt from the Participant of such representations, agreements and undertakings, including as to future dealings in such Shares, as the Corporation or its counsel determines to be necessary or advisable in order to safeguard against the violation of the securities laws of any jurisdiction.

ARTICLE 15
SUSPENSION, AMENDMENT OR TERMINATION OF PLAN

15.1 The Compensation Committee will have the right at any time and from time to time to suspend or terminate this Plan (including, without limitation, in the event that the termination of this Plan is required by the Exchange) and, subject to Section 15.2, may:

(a) with the prior approval of Shareholders of the Corporation by ordinary resolution make any amendment to any Restricted Award Agreement or this Plan, including any amendment that would:

(i) increase the number of Shares, or rolling maximum, reserved for issuance under this Plan as set out in Section 5.1;

(ii) extend the term of a Restricted Award beyond its original expiry time;

(iii) result in any modification to this Section 15.1; or

(b) without the prior approval of Shareholders of the Corporation and without limiting the generality of the foregoing, the Compensation Committee may make any other amendments not listed in (a) above to any Award Agreement or this Plan, as follows:

(i) amendments of a clerical nature, including but not limited to the correction of grammatical or typographical errors or clarification of terms;

(ii) amendments to reflect any requirements of any regulatory authorities to which the Corporation is subject, including the Exchange;

(iii) amendments to any vesting provisions of a Restricted Award; and

(iv) amendments to the expiration date of a Restricted Award that does not extend the term of a Restricted Award past the original date of expiration for such Restricted Award.

Notwithstanding the foregoing, all procedures and necessary approvals required under the applicable rules and regulations of all regulatory authorities to which the Corporation is subject shall be complied with and obtained in connection with any such suspension, termination or amendment to this Plan or amendments to any Award Agreement.

15.2 In exercising its rights pursuant to Section 15.1, the Compensation Committee will not have the right to affect in a manner that is materially adverse to, or that materially impairs, the benefits and rights of any Participant under any Restricted Award previously granted under this Plan except: (a) with the consent of such Participant; (b) as permitted pursuant to Article 16; or (c) for the purpose of complying with the requirements of any regulatory authorities to which the Corporation is subject, including the Exchange.

15.3 The full powers of the Compensation Committee as provided for in this Plan will survive the termination of this Plan until all Restricted Awards have been vested in full (including the issuance of any underlying Shares) or have otherwise expired.

ARTICLE 16
ADJUSTMENTS

16.1 In the event of any Share distribution, Share split, combination or exchange of Shares, merger, consolidation, spin-off or other distribution of the Corporation's assets to the Shareholders, or any other change affecting the Shares, the Restricted Awards of each Participant and the Restricted Awards outstanding under the Plan shall be adjusted in such manner, if any, as the Compensation Committee may in its discretion deem appropriate to reflect the event. However, no amount will be paid to, or in respect of, a Participant under the Plan or pursuant to any other arrangement, and no additional Restricted Awards will be granted to such Participant to compensate for a downward fluctuation in the market price of the Shares, nor will any other form of benefit be conferred upon, or in respect of a Participant for such purpose.

16.2 In the event of a Merger and Acquisition Transaction or proposed Merger and Acquisition Transaction, the Compensation Committee shall determine in an appropriate and equitable manner:

(a) any adjustment to the number and type of Shares (or other securities) that thereafter shall be made the subject of Restricted Awards; and

(b) the number and type of Shares (or other securities) subject to outstanding Restricted Awards; and

(c) determine the manner in which all unvested Restricted Awards granted under this Plan will be treated including, without limitation, requiring the acceleration of the time for the vesting of such Restricted Awards by the Participants, the time for the fulfilment of any conditions or restrictions on such vesting, and the time for the expiry of such Restricted Awards.

Subsections (a) through (c) of this Section 16.2 may be utilized independently of, successively with, or in combination with each other and Section 16.1, and nothing therein contained shall be construed as limiting or affecting the ability of the Compensation Committee to deal with Restricted Awards in any other manner. All determinations by the Compensation Committee under this Article 16 will be final, binding and conclusive for all purposes.

16.3 Notwithstanding anything else in this Plan, any unvested Restricted Awards issued to a Participant at the time of a Merger and Acquisition Transaction shall immediately vest if either (i) the Participant is either terminated without cause or resigns with good reason (as such term has been defined under common law, including any reason that would be considered to amount to constructive dismissal by a court of competent jurisdiction) from their position with the Corporation within the period ending 12 months from the date of the completion of the Merger and Acquisition Transaction, or (ii) the Compensation Committee, acting reasonably, determines that an adjustment to the number and type of Shares (or other securities) resulting from a Merger and Acquisition Transaction is impractical or impossible. In the event this Section 16.3 is applicable, the Compensation Committee shall, acting reasonably, determine the extent to which the Participant met the conditions for vesting of Restricted Awards.

16.4 The grant of any Restricted Awards under this Plan will in no way affect the Corporation's right to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, amalgamate, reorganize, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets or engage in any like transaction.

ARTICLE 17
GENERAL

17.1 Nothing herein or otherwise shall be construed so as to confer on any Participant any rights as a Shareholder of the Corporation with respect to any Shares reserved for the purpose of any Restricted Award.

17.2 Except as required by law, the rights of a Participant hereunder are not capable of being assigned, transferred, alienated, sold, encumbered, pledged, mortgaged or charged and are not capable of being subject to attachment or legal process for the payment of any debts or obligations of the Participant. The rights and obligations hereunder may be assigned by the Corporation to a successor in the business of the Corporation.

17.3 Nothing in this Plan or any Award Agreement will confer upon any Participant any right to continue in the employ of or under contract with the Corporation or its Affiliates or affect in any way the right of the Corporation or any such Affiliate to terminate his or her employment at any time or terminate his or her consulting contract, nor will anything in this Plan or any Award Agreement be deemed or construed to constitute an agreement, or an expression of intent, on the part of the Corporation or any such Affiliate to extend the employment of any Participant beyond the time that he or she would normally be retired pursuant to the provisions of any present or future retirement plan of the Corporation or its Affiliates or any present or future retirement policy of the Corporation or its Affiliates, or beyond the time at which he or she would otherwise be retired pursuant to the provisions of any contract of employment with the Corporation or its Affiliates. Neither any period of notice nor any payment in lieu thereof upon termination of employment shall be considered as extending the period of employment for the purposes of this Plan.

17.4 Nothing contained in this Plan will restrict or limit or be deemed to restrict or limit the right or power of the Board in connection with any allotment and issuance of Shares which are not allotted and issued under this Plan including, without limitation, with respect to other compensation arrangements.

17.5 The Plan and any Award Agreement granted hereunder will be governed, construed and administered in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

17.6 References herein to any gender include all genders and to the plural includes the singular and vice versa. The division of this Plan into Sections and Articles and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Plan.

SCHEDULE "A"
FORM OF AWARD AGREEMENT

WESTLEAF INC.
(**the** "**Corporation**")

RESTRICTED SHARE UNIT AWARD PLAN

AWARD AGREEMENT

This Award Agreement is entered into between the Corporation and the Participant named below pursuant to the Corporation's Restricted Share Unit Award Plan (the "**Plan**"). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Plan.

This Agreement confirms that:

1. on _____, 20____ (the "**Award Date**");

2. _____ (the "**Participant**");

3. was granted _____ Restricted Awards in respect of employment services to be rendered by the Participant to the Corporation or its Affiliates each of which entitles the Participant to receive one Share upon vesting, provided the following conditions are met:

   (a) [conditions of vesting to be included at time of grant.]

4. the vesting of the Restricted Awards shall occur on the following schedule:

   Vesting Date Percentage Vested

   [Timing of vesting to be included at time of grant.]

5. The Corporation shall issue to the Participant all amounts receivable by the Participant all Shares receivable by the Participant pursuant to this Agreement from treasury;

6. by execution of this Agreement and acceptance of the Restricted Awards hereby granted, the Participant hereby represents and warrants to the Corporation that the Participant:

   (a) is director, officer or employee of the Corporation or its Affiliates or a person otherwise determined as an Eligible Person under this Plan by the Compensation Committee;

   (b) has not been induced to enter into such Agreement by the expectation of employment or continued employment with the Corporation or its Affiliates;

   (c) is aware that the grant of the Restricted Award and the issuance by the Corporation of Shares thereunder are exempt from the obligation under applicable securities laws to file a prospectus or other registration document qualifying the distribution of the Restricted Awards of the Shares to be distributed thereunder under any applicable securities laws;

7. without restricting the generality of Section 4.5 of the Plan, the Corporation is expressly authorized to withhold and remit all Applicable Withholding Taxes arising as a consequence of the issuance, transfer, amendment or vesting of a Restricted Award granted pursuant to this Agreement or the issuance of

Shares thereunder, (the "**Applicable Withholding Taxes Amount**"), in any of the following ways or any combination thereof:

(a) by requiring the Participant, as a precondition to the Corporation's obligation to issue Shares from treasury, to pay to the Corporation in cash the Applicable Withholding Taxes Amount, to be remitted by GSV to the appropriate government authorities for the Participant's account;

(b) by offset against any salary or other amounts otherwise due or to become due from the Corporation to the Participant and remitting such amounts to the appropriate government authorities for the Participant's account; and

(c) by selling, as the Participant's agent, sufficient of the Shares issued to the Participant in payment and settlement of the Restricted Awards to raise, net of commissions and other related expenses, cash in an amount not less than the Applicable Withholding Taxes Amount and remitting the Applicable Withholding Taxes Amount to the appropriate government authorities for the Participant's account, and the Participant hereby irrevocably appoints the Corporation as the Participant's agent to effect such sale or sales and receive the proceeds therefrom;

otherwise all on the terms and subject to the conditions and restrictions set out in the Plan.

By signing this Agreement, the Participant acknowledges that the Participant has read and understands the Plan and agrees to the terms and conditions of the Plan and this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the _____ day of _____, 20____.

WESTLEAF INC.

By: _____
Participant

By: _____
Authorized Signatory

APPENDIX J

INFORMATION CONCERNING WE GROW BC LTD.

FORWARD LOOKING STATEMENTS

This Appendix attached hereto contains forward-looking information and forward-looking statements. All statements other than statements of historical fact contained in this Appendix are forward-looking statements, including, without limitation, statements regarding the closing of the Arrangement, the timing of the Final Order and the Effective Date of the Arrangement, timing of regulatory filings, receipt of any regulatory approvals including treatment of the Arrangement under government regulatory regimes, treatment of WGBC Securityholders under tax laws, benefits of the Arrangement, future financial position, business strategy, projected budgets, projected costs and plans and objectives of or involving WGBC. WGBC Securityholders can identify many, but not all, of these statements by looking for words such as "believe", "expects", "will", "intends", "projects", "anticipates", "estimates", "continues" or similar words or the negative thereof.

There can be no assurance that the plans, intentions or expectations upon which these forward-looking statements are based will occur. Forward-looking statements are subject to risks, uncertainties and assumptions, including risk factors set forth in the Information Circular entitled "*Risk Factors*". Although WGBC believes that the expectations represented in such forward-looking statements are reasonable, there can be no assurance that such expectations will prove to be correct. Some of the risks which could affect future results and could cause results to differ materially from those expressed in the forward-looking statements contained herein include: the inability of the Parties to obtain the required consents, permits or approvals including, but not limited to, Court approval, the approval of the WGBC Shareholders and WGBC Optionholders and any other regulatory approvals, the inability to satisfy the conditions to the Arrangement which are contained in the Arrangement Agreement on or before the Outside Date; risks inherent in the cannabis industry; the impact of general economic conditions; volatility of commodity prices; competition from other industry participants; the risk that actual results will vary from the results forecasted and such variations may be material and the additional risks set out under "*Risk Factors*".

The information contained in this Appendix, including the information set forth under "*Risk Factors*", identifies additional factors that could affect the operating results and performance of WGBC. We urge you to carefully consider those factors.

The forward-looking statements contained herein are expressly qualified in their entirety by this cautionary statement. The forward-looking statements included in this Appendix are made as of the date of this Information Circular and WGBC undertakes no obligation to publicly update such forward-looking statements to reflect new information, subsequent events or otherwise, unless so required by applicable laws.

CORPORATE STRUCTURE

Name, Address and Incorporation

WGBC is a British Columbia-based private company with a cultivation facility located in Creston, British Columbia. WGBC was incorporated under the BCBCA as "WE GROW BC LTD." on November 12, 2013.

WGBC is the ultimate parent of two subsidiaries, including 1070582 B.C. Ltd ("**582**"), a direct, wholly-owned subsidiary of WGBC, and R. Spetifore & Sons Ltd. ("**RSS**"), a direct, wholly-owned subsidiary of 582. 582 is a British Columbia corporation and was formed pursuant to the Amalgamation (as defined herein) on September 30, 2018. RSS is a British Columbia corporation and was incorporated on December 28, 1953.

WGBC is not a "reporting issuer" within the meaning of the Applicable Securities Laws in any jurisdiction of Canada nor are the WGBC Shares listed for trading on any stock exchange.

The head office of WGBC is located at 896 Reclamation Road, Creston, BC, V0B 1G7, and the registered office of WGBC is located at 19th Floor, 885 West Georgia Street, Vancouver, BC, V6C 3H4.

GENERAL DEVELOPMENT OF THE BUSINESS

Three Year History

The business of WGBC commenced on November 12, 2013 when WGBC was incorporated under the BCBCA.

Developments in 2016

In 2016, WGBC completed a non-brokered private placement for aggregate gross proceeds of $3,000,000, closing in tranches over the course of 2016 and 2017, pursuant to which WGBC issued 180 Class H Shares in the capital of WGBC.

On June 22, 2016, WGBC acquired the option to purchase a property located at 869 Reclamation Road in Creston, British Columbia (the "**Property**") or 100% of the issued and outstanding shares of RSS from 582 (the "**Option**").

On November 2, 2016, 582 acquired all of the issued and outstanding shares of RSS for a purchase price of $3,500,000.

Developments in 2017

Throughout the first half of 2017, WGBC undertook a significant retrofit of the main building on the Property (the "**Creston Facility**"), transforming it into a 26,000 square foot facility consisting of approximately 14,000 square feet of dedicated grow areas and approximately 12,000 square feet of production support areas. WGBC received a license to grow, harvest, trim and store medical cannabis from Health Canada (the "**License**"), becoming a licensed producer ("**Licensed Producer**") on August 25, 2017.

Management began cultivation with two test rooms growing approximately 2,000 marijuana plants beginning in December 2017.

Developments in 2018

In August 2018, WGBC completed a non-brokered private placement for aggregate gross proceeds of $3,225,000 pursuant to which WGBC issued 1,612,500 Class A Shares on a post-split basis.

On September 30, 2018, WGBC indirectly acquired 100% of the outstanding shares of RSS pursuant to an amalgamation of RSS with a wholly-owned subsidiary of WGBC in accordance with the terms of the Option. In exchange, WGBC issued 874,987.50 Class K Shares (on a post-split basis) with a value of $1,750,000 to 582.

On October 16, 2018, Health Canada approved an amendment to the License to allow WGBC to, in addition to growing, harvesting, trimming and storing cannabis, also sell or provide dried cannabis, fresh cannabis, cannabis plants and cannabis seed.

In November of 2018, WGBC began shipment of Cannabis Products (as defined herein) to the British Columbia Liquor Distribution Board.

On November 18, 2018, Jessie Tang resigned from the WGBC Board and Long Trinh and Gary Leong joined the WGBC Board.

On November 18, 2018, WGBC held a special meeting of WGBC Shareholders and, upon approval by the WGBC Shareholders, authorized the splitting of the shares of WGBC Shares at a ratio of 37,500 WGBC Shares for each one WGBC Share of the same class of share so subdivided.

On December 12, 2018, WGBC registered as a cannabis supplier in the Province of Saskatchewan and began shipping to Saskatchewan customers in January 2019.

Recent Developments

On March 28, 2019, WGBC agreed to terms to supply Cannabis Products to Prince Edward Island and commenced shipment during the second quarter of 2019. On May 13, 2019 and May 23, 2019, WGBC entered into supply agreements with the Ontario Cannabis Retail Association (the "**OCRA**") and the Alberta Gaming, Liquor and Cannabis Commission (the "**AGLC**"), respectively, and subsequently commenced shipment to the AGLC in the second quarter of 2019 and to the OCRA in the third quarter of 2019.

WGBC is currently undertaking a construction project to build an extraction room and tissue culture lab at the Creston Facility (the "**Facility Improvement**"). The Facility Improvement is expected to be completed by the end of 2019.

On October 3, 2019, WGBC entered into a letter of intent with Westleaf with respect to the Arrangement.

On November 7, 2019, WGBC entered into the Arrangement Agreement with Westleaf. The Arrangement is expected to close on or about December 16, 2019, or such other date as Westleaf and WGBC may agree, but no later than February 14, 2020. See "*Part III – Arrangement Matters – Details of the Arrangement*" in this Information Circular.

DESCRIPTION OF WGBC'S BUSINESS AND OPERATIONS

General

WGBC is engaged in the business of cultivating, processing and distributing adult-use ultra premium cannabis within Canada. WGBC has one reportable operating segment that cultivates, processes and distributes adult-use cannabis and a corporate segment, which undertakes WGBC's non-production related corporate activities.

Principal Products and Services

WGBC sells cannabis and other products permitted to be sold in accordance with the License. In general, WGBC is only authorized to grow, harvest, trim and store cannabis and sell or provide dried cannabis, fresh cannabis, cannabis plants and cannabis seed. The principal products produced and sold by WGBC are cannabis flower and cannabis pre-rolls, and, on occasion, bulk amounts of cannabis biomass (collectively, the "**Cannabis Products**") to other Licensed Producers in Canada.

Following completion of the Facility Improvement, the Creston Facility is expected to begin production of cannabis oils that can be packaged and sold directly to market as oil or gel capsules, or further processed into tinctures, concentrates, and other products.

Revenue

During 2017, WGBC's gross revenue from Cannabis Products was nil. During 2018, WGBC's gross revenue from Cannabis Products was $157,154. For the eight months ended August 2019, WGBC's gross revenue from Cannabis Products was approximately $4.5 million (unaudited).

Pricing of Cannabis Products are determined using qualitative and quantitative factors, including genetics, terpenes and average THC levels.

Operations

The Creston Facility is a cultivation, processing and distribution facility and is owned by RSS. A non-arm's length lease agreement (the "**Lease**") for the Creston Facility between RSS, as landlord, and WGBC, as tenant, exists for a term beginning on August 21, 2017 and expiring on August 31, 2021. RSS is controlled by WGBC and renewal of the Lease on similar terms is expected.

WGBC has acquired and owns the equipment necessary to operate the Creston Facility, including all necessary heating, ventilation and air conditioning equipment, electrical equipment, growing equipment, including lighting

systems, irrigation systems and equipment for storing and hanging the cannabis, and packaging equipment. The Creston Facility is a purpose-built facility suitable for the specific operations of WGBC and adheres to the guidelines as set out by Health Canada for licensed facilities under the *Cannabis Act*, SC 2018, Chapter 16 (Canada) (the "**Cannabis Act**"). WGBC does not anticipate difficulty in obtaining equipment as needed for its operations. To date, WGBC has been able to readily procure the required raw materials, production materials, processing materials and packaging materials required to operate its business. The pricing of these materials is market-based and WGBC does not anticipate any significant shifts in availability or pricing. The Creston Facility is comprised of approximately 26,000 square feet of cannabis production and processing space and offices with sufficient power and water to support its production activities.

The processing of Cannabis Products involves specialized skill and knowledge with respect to procurement, manufacturing, assembly line optimization, packaging and labeling. WGBC maintains the required skill and knowledge through the employment of growers with specialized skill and knowledge of cannabis gained from British Columbia's leading cannabis culture. WGBC believes that staff with suitable horticultural, processing, packaging, logistics and quality assurance expertise are available and will continue to be available in the region that WGBC operates.

WGBC uses modern agriculture technologies, materials and proprietary growing practices to produce high grade cannabis in an environmentally sustainable manner. Variables such as temperature, humidity, lighting, air flow, watering and feeding cycles are defined and controlled to produce consistent product and to avoid contamination. Cannabis is cut, sorted and dried under defined conditions that are established to protect the activity and purity of the product. Once processing is complete, each batch is subject to full testing against stringent quality specifications set for activity and purity. Retail units are prepared for shipping directly from the Creston Facility to Provincial Cannabis Authorities (as defined herein) in British Columbia, Alberta, Ontario and Prince Edward Island, or, in the case of Saskatchewan, directly to retail outlets. WGBC cultivates, processes and packages the Cannabis Products without reliance on sub-contracting to third parties.

WGBC's operations are not cyclical or seasonal in nature. WGBC's growing operations are highly contained and have no material environmental impact. All growing and processing is currently conducted indoors in controlled rooms. All by-products and waste are disposed of and handled in strict compliance with the requirements of the Cannabis Act. WGBC expects the financial and operational effects of environmental protection requirements on its capital expenditures, profit and competitive position in the current and future financial years to be minimal.

Additionally, WGBC has a pending application with the trademark office for two trademarks in relation to the "**Qwest**" cannabis brand and the "**Qwest & Design**" cannabis brand and logo (collectively, the "**Qwest Brand**"). The Qwest Brand is associated with ultra-premium cannabis and maintenance and leverage of the Qwest Brand is important to the ongoing business activities of WGBC.

Maintenance and renewal of WGBC's license to cultivate and sell cannabis is critical to the ongoing business activities of WGBC. WGBC received its cultivation license on August 25, 2017, which allowed WGBC to grow, harvest, trim and store cannabis (the "**License**"). On October 16, 2018, the License was amended to allow WGBC to also sell or provide dried cannabis, fresh cannabis, cannabis plants and cannabis seed. The License is valid until August 25, 2020, at which point WGBC will apply for a renewal.

WGBC has no significant marketing programs in place and relies primarily on customer reviews and sentiment, product quality and consumer demand to build the Qwest Brand.

Renegotiation or Termination of Contracts

Except as contemplated by the Arrangement Agreement and as of the date of this Information Circular, WGBC does not anticipate that any aspect of its business will be materially affected in the remainder of 2019 by the renegotiation or termination of WGBC contracts.

Personnel

As at September 30, 2019, WGBC and its subsidiaries has approximately 69 employees (including 7 salaried employees and 62 hourly employees) and 9 full time consultants. None of its employees are represented by a labour union or subject to a collective bargaining agreement.

Foreign Operations

The business of WGBC is not dependent upon foreign operations.

Markets

The sale of cannabis and its derivative products is highly regulated in Canada. The Cannabis Act permits the sale to the public of dried cannabis, cannabis oil, fresh cannabis, cannabis plants and cannabis seeds and, subsequent to October 17, 2019, additional cannabis derivative products are permitted for sale.

The License authorizes WGBC to cultivate cannabis plants, process cannabis into cannabis products, sell cannabis products to medical clients and sell cannabis products to Provincial Cannabis Authorities and directly to retailers in Saskatchewan. WGBC intends to introduce new products through the Qwest Brand.

WGBC currently supplies Cannabis Products in Canada from coast to coast through supply agreements and arrangements with five provinces: Alberta, British Columbia, Ontario, Prince Edward Island and Saskatchewan.

Distribution Platform

WGBC distributes Cannabis Products primarily by wholesale to provincial or territorial Governmental Authorities regulating or with licensing authority with respect to any cultivation, production, distribution or sale of cannabis (the "**Provincial Cannabis Authorities**"). WGBC currently wholesales Cannabis Products to Provincial Cannabis Authorities in Alberta, British Columbia, Ontario and Prince Edward Island. Additionally, WGBC is registered as a Licensed Producer in Saskatchewan and currently sells Cannabis Products to approximately fourteen Saskatchewan retailers.

Competition

WGBC operates in the cannabis industry, which is highly competitive at all levels. WGBC competes with other companies for all of its business inputs, including retail leases, acquisition opportunities, available capital and staffing.

WGBC also experiences significant competition from persons continuing to operate in the black market. Management believes that until there is sufficient private retail coverage, methods of engaging potential customers and types of products legally available to consumers, competition from the black market will remain significant. In light of the competition, cannabis producers are attempting to differentiate their product offerings through perceived quality, strain variety and price. WGBC believes that management's experience in the cultivation, production and processing of cannabis has and will continue to be a competitive advantage in navigating the highly regulated marketplace and the early-mover advantage of early licensing will generate a strong network effect in the producer cannabis community.

WGBC strives to be competitive by prudently managing its capital resources and building a portfolio of assets that allow WGBC to prosper even in challenging regulatory environments. WGBC believes that it can reduce the impact of competition from licence holders by focusing on ultra-premium cannabis flower, achieving quality, higher sales points and customer loyalty. A large number of licence holders focus on low cost traditional greenhouse cultivation which WGBC believes will result in less robust competition at the ultra-premium segment of the market. See "*Industry Conditions*" and "*Risk Factors*".

On October 17, 2019, the production and sale of edible cannabis, cannabis extracts and cannabis topicals ("**Cannabis Derivative Products**") became legal in Canada under the Cannabis Act. As WGBC does not currently have a product

line of such Cannabis Derivative Products, WGBC may face increased competition if consumer preference shifts to Cannabis Derivative Products.

Proprietary Protection

WGBC protects its intellectual property by seeking and obtaining registered protection where possible through trademarks, developing and implementing standard operating procedures ("**SOPs**") to protect trade secrets, technical know-how and proprietary information and by entering into non-disclosure agreements with parties that have access to its trade secrets, technical know-how and proprietary information in order to protect confidentiality and ownership.

The SOPs developed by WGBC are designed to maintain regulatory compliance, scale output and quality. The SOPs reflect a company-wide focus on maintaining the quality of Qwest Brand cannabis flower. WGBC's focus on SOPs will be utilized on all brands and business of WGBC to deliver the Cannabis Products.

Reorganizations

On September 30, 2018, WGBC and 582 undertook a reorganization pursuant to which 582 became a wholly-owned subsidiary of WGBC. The transaction was effected by way of an amalgamation (the "**Amalgamation**") between 582 and 1177087 B.C. Ltd., a wholly-owned subsidiary of WGBC, incorporated for the purpose of completing the Amalgamation. Pursuant to the Amalgamation, all holders of shares in the capital of 582 (the "**582 Shares**") exchanged their 582 Shares for Class K Shares (as defined herein) on the basis of one 582 Share for 0.1061404 Class K Shares.

FINANCIAL STATEMENTS AND MANAGEMENT'S DISCUSSION AND ANALYSIS OF WGBC

WGBC's audited consolidated financial statements for the financial years ended December 31, 2018, 2017 and 2016, WGBC's unaudited consolidated financial statements for the six months ended June 30, 2019 and WGBC's MD&A for the financial year ended December 31, 2018 and the six months ended June 30, 2019 are attached to this Appendix I as Exhibit A.

Annual Information

Statement of Income Data	For the year ended December 31, 2018 ($)	For the year ended December 31, 2017 (restated) ($)	For the year ended December 31, 2016 ($)
Wholesale Revenue	157,164	Nil	Nil
Profit (or loss) including FVLCS adjustments and excluding other expenses	(309,833)	413,334	Nil
Other Expenses (including SG&A)	2,407,318	1,315,925	263,556
Net and Comprehensive Loss	2,690,866	902,591	263,556
Total Assets	11,116,115	7,739,150	3,987,147
Total Long Term Liabilities	Nil	Nil	Nil

Dividend Policy

WGBC has not declared or paid any dividends on the WGBC Shares since its incorporation. Any future decision to pay dividends on the WGBC Shares will be made by the WGBC Board on the basis of WGBC's earnings, financial requirements and other conditions existing at such time. It is not intended that dividends will be paid in the foreseeable future.

DESCRIPTION OF CAPITAL STRUCTURE

Common Shares

WGBC is authorized to issue:

(a) an unlimited number of Class "A" Voting Common Participating shares without par value ("**Class A Shares**");

(b) an unlimited number of Class "B" Voting Common Participating shares without par value ("**Class B Shares**");

(c) an unlimited number of Class "C" Voting Common Non-Participating shares without par value ("**Class C Shares**");

(d) an unlimited number of Class "D" Voting Common Participating shares without par value ("**Class D Shares**");

(e) an unlimited number of Class "E" Voting Common Participating shares without par value ("**Class E Shares**");

(f) an unlimited number of Class "F" Voting Common Participating shares without par value ("**Class F Shares**");

(g) an unlimited number of Class "G" Voting Common Participating shares without par value ("**Class G Shares**");

(h) an unlimited number of Class "H" Non-Voting Common Participating shares without par value ("**Class H Shares**");

(i) an unlimited number of Class "I" Non-Voting Common Participating shares without par value ("**Class I Shares**");

(j) an unlimited number of Class "J" Non-Voting Common Participating shares without par value ("**Class J Shares**"); and

(k) an unlimited number of Class "K" Non-Voting Common Participating shares without par value ("**Class K Shares**"),

(collectively, the "**Common Shares**").

As of the date of this Information Circular, the Corporation has 12,600,000 Class A Shares, 8,250,000 Class B Shares, 14,250,000 Class H Shares, 4,875,000 Class I Shares, 2,250,000 Class J Shares and 15,125,003 Class K Shares issued and outstanding. The holders of the Class A Shares, the Class B Shares, the Class C Shares, the Class D Shares, the Class E Shares, the Class F Shares and the Class G Shares (collectively, the "**Voting Shares**") are entitled to receive notice of and attend any meeting of the shareholders of WGBC and are entitled to one vote for each Voting Share held. Upon dissolution and subject to the rights of the WGBC Preferred Shares, the Voting Shares, Class H Shares, Class I Shares, Class J Shares and Class K Shares (collectively, the "**Common Shares**") are entitled to participate equally amongst themselves in respect of each Voting Share so held in any further distribution of the assets of WGBC.

Preferred Shares

WGBC is authorized to issue:

(a) an unlimited number of Class "L" Non-Voting Preferred Redeemable/Retractable shares with a par of $0.01 per share ("**Class L Shares**") ;

(b) an unlimited number of Class "M" Non-Voting Preferred Redeemable/Retractable shares with a par value of $100.00 per share ("**Class M Shares**");

(c) an unlimited number of Class "N" Non-Voting Preferred Redeemable/Retractable shares with a par value of $100 .00 per share ("**Class N Shares**"); and

(d) an unlimited number of Class "O" Non-Voting Preferred Redeemable/Retractable shares with a par value of $0.01 per share ("**Class O Shares**"),

(collectively, the "**Preferred Shares**").

As of the date of the Information Circular, the Corporation has no Preferred Shares outstanding. Preferred Shares may be issued from time to time in one or more series, each series consisting of a number of Preferred Shares as determined by the WGBC Board, who may fix the designations, rights, privileges, restrictions and conditions attaching to the shares of each series of Preferred Shares. The Preferred Shares of each series shall rank equally amongst themselves and shall, with respect to distribution of assets in the event of liquidation, dissolution or winding-up of WGBC whether voluntarily or involuntarily, before distribution of any part of the assets of WGBC amongst the holders of any other shares of any other class in the capital of WGBC, be entitled to receive in respect of each Preferred Share held an amount equal to 100% of the redemption amount of such Preferred Share and any dividends declared thereon and unpaid, but no more. The holders of Preferred Shares are not entitled to receive notice of and attend any meeting of the shareholders of WGBC.

Rights of Redemption

The Class L Shares and the Class M Shares may only be issued as consideration for the acquisition of property by WGBC in circumstances where the transferor of such property and WGBC have agreed to effect the transfer of such property pursuant to the provisions of the Tax Act. The redemption amount in respect of the Class L Shares and the Class M Shares shall be determined by the WGBC Board and shall be the amount by which the aggregate fair market value of all the property acquired by WGBC in the transaction exceeds the aggregate fair market value of all of the consideration, other than any shares in WGBC or a right to receive such shares, paid by WGBC to the transferor of such property, subject to adjustment as set out in the articles of WGBC.

The redemption amount of the Class N Shares shall be $100.00 per Class N Share issued and the redemption amount of the Class O shares shall be $1.00 per Class O Share issued, any of which may be redeemed by WGBC on payment for each share to be redeemed of the redemption amount, together with any dividends declared and unpaid, provided that written notice of such redemption is given no less than fourteen days in advance.

Rights of Retraction

Any holder of Preferred Shares is entitled to require WGBC to redeem any or all of the Preferred Shares held by such holder, provided that written notice of such redemption is given to WGBC at its registered office, accompanied by properly endorsed certificates for those shares tendered for redemption. Upon receipt of such notice and such certificates, WGBC shall pay to such holder within 30 days an amount equal to the redemption amount on the shares tendered together will all dividends declared thereon and unpaid.

Payment of Dividends

In each year and at the discretion of the WGBC Board, the WGBC Board may pay dividends to the holders of any one or more classes of shares of WGBC to the exclusion of the holders of any other class of shares of WGBC, but is specifically prohibited from declaring dividends on any class of shares of WGBC to the extent that such dividends declared would impair WGBC's ability to redeem any of the issued and outstanding redeemable classes of shares for their full outstanding redemption amount plus any declared but unpaid dividends thereon.

WGBC Options

As of the date of the Information Circular, WGBC has 5,003,750 options to purchase WGBC Shares ("**Options**") outstanding with exercise prices ranging from $0.40 to $2.00 per Common Share. See "*Equity Compensation Arrangements – Options*" for a description of the Options.

Promissory Notes

WGBC owes an aggregate of $1,000,000 of principal plus accrued interest thereon pursuant to outstanding promissory notes dated May 5, 2019, May 31, 2019 and June 6, 2019, issued to certain insiders of WGBC (the "**Promissory Notes**"). The Promissory Notes accrue interest at a rate of 6% per annum.

EQUITY COMPENSATION ARRANGEMENTS

Options

WGBC has not adopted a stock option plan. Options are approved by the WGBC Board to be granted to certain directors, officers, employees and consultants of WGBC at the discretion of the WGBC Board.

Description of Option Issuances

Options are issued: (a) to provide directors, officers, employees and consultants of WGBC an incentive to achieve the longer-term objectives of WGBC; (b) to give suitable recognition to the ability and industry of such persons who contribute materially to the success of WGBC; and (c) to attract and retain in the employ of WGBC or any of its subsidiaries, persons of experience and ability by providing them with the opportunity to acquire an increased proprietary interest in WGBC.

Eligibility

Options to purchase Common Shares may be granted to directors, officers, employees and consultants of WGBC.

Administration

Options may be granted at the discretion of the WGBC Board, in such number that may be determined at the time of grant. Previous grants are taken into account when considering new Options grants.

Exercise Price

The exercise price of Options is fixed by the WGBC Board at the time of grant, provided that the exercise price shall be not less than the estimated market price of the Common Shares of WGBC at the time.

Maximum Percentage of Common Shares Reserved

The aggregate number of Common Shares that may be issued pursuant to the exercise of Options is 10% of the Common Shares outstanding from time to time (on a non-diluted basis).

Transferability

Options are not assignable or transferable by a participant, except for a limited right of assignment in the event of the death of the participant.

Term and Vesting

The term of the Options granted is determined by the WGBC Board in its discretion to a maximum of five years from the date of the grant of the Options. Further, the WGBC Board may, in its sole discretion at any time or in the

agreement in respect of any Options granted, accelerate, or provide for the acceleration of, vesting of Option previously granted.

Early Expiration

Unless otherwise provided in an agreement evidencing the grant of Options, Options shall terminate at the earlier of: (a) 30 days after the participant ceasing (other than by reason of death) to be at least one of an officer, director, employee or consultant of WGBC or a subsidiary of WGBC, as the case may be; (b) the expiry date of the Option; and (c) 6 months following the death of a participant.

Takeover or Change of Control

In the event of any disposition of all or substantially all of the assets of WGBC, or the merger, amalgamation, arrangement or reorganization of WGBC with or into any other corporation or of such corporation into WGBC, or any change in control of WGBC occurring (a "**Triggering Event**"), certain Options which have not vested prior to the Triggering Event will be considered vested prior to the Triggering Event and will permit the holder of such Options to exercise those Option prior to consummation of the Triggering Event.

CONSOLIDATED CAPITALIZATION

The following table sets forth the consolidated capitalization of WGBC as at December 31, 2018, WGBC's most recently completed financial year, and as at October 31, 2019. The table should be read in conjunction with the audited financial statements of WGBC as at and for the year ended December 31, 2018.

Designation	As at December 31, 2018	As at October 31, 2019
WGBC Shares (unlimited)	57,200,003	57,350,003
WGBC Options[(1)]	1,818,500	5,003,750

Notes:

(1) Option exercises prices vary from $0.40 to $2.00 per option and expiry dates vary from November 2022 to January 2024. See Management Discussion & Analysis for the six months ended June 30, 2019.

PRIOR SALES

The following table summarizes the issuances of WGBC Shares or securities convertible into WGBC Shares in the 12 month period prior to the date hereof.

Date Issued	Type of Security Issued	Transaction	Number of Securities	Issue Price Per Security
March 29, 2019	Class A Shares	Subscription	100,000[(1)]	$2.00
October 11, 2019	Class A Shares	Subscription	25,000	$2.00
October 11, 2019	Class A Shares	Subscription	25,000	$2.00
June 15, 2019	Stock Options	New Issuance	3,400,000[(2)]	N/A

Notes:

(1) 100,000 Class A Shares issued to Benjamin Sze.
(2) Issued to certain employees and consultants of WGBC.

EXECUTIVE COMPENSATION

All currency amounts expressed herein, unless otherwise indicated, are expressed in Canadian dollars.

The following information relates to WGBC's financial year ended December 31, 2018.

For the purpose of this statement of executive compensation, a "**CEO**" or "**CFO**" means each individual who served as Chief Executive Officer or Chief Financial Officer, respectively, of WGBC or acted in a similar capacity during the most recently completed financial year. A "**Named Executive Officer**" or "**NEO**" means each of the following individuals: (a) CEO, (b) CFO, (c) WGBC's most highly compensated executive officer, other than the CEO and CFO, who was serving as an officer at the end of the most recently completed financial year and whose total compensation was more than $150,000, and (d) any individual who would be a Named Executive Officer under subsection (c) but for the fact that the individual was not an executive officer of WGBC, and was not acting in a similar capacity, at the end of the financial year.

Based on the foregoing definitions, WGBC's Named Executive Officers in respect of the year ended December 31, 2018 are Long Trinh, President and Secretary, Benjamin Sze, Acting Chief Executive Officer and Derek Sider, Acting Chief Financial Officer.

Compensation Governance

WGBC does not have a formal compensation governance policy in place. WGBC's compensation practices are both salary and performance-based in order to align the interests of WGBC's officers and key management with the interests of WGBC shareholders by providing a base salary, short-term annual incentives and long-term equity-based incentives. WGBC takes into account and past performance and the nature and criticality of the officer or key management member's role when determining compensation and also considers market conditions.

Base salaries and short-term incentives are reviewed and approved by the Acting Chief Executive Officer, acting collaboratively with the WGBC Board and key management. Long-term incentives in the form of stock options are reviewed and approved by the WGBC Board, acting collaboratively with the Acting Chief Executive Officer and key management.

The current WGBC directors do not receive compensation in relation to their board positions.

Compensation

The following table and notes thereto provide a summary of the compensation paid to Named Executive Officers of WGBC for the three most recently completed financial years:

Name and Principal Positions	Year	Salary ($)	Share-based Awards ($)	Option-based Awards ($)	Non-Equity Incentive Plan Compensation: Annual Incentive Plans	Non-Equity Incentive Plan Compensation: Long-Term Incentive Plans	Pension Value ($)	All Other Compensation ($)	Total Compensation ($)
Long Trinh, President and Secretary[1]	2018	78,095	Nil	176,653 [4]	Nil	Nil	Nil	Nil	254,748
	2017	114,286	Nil	127,737	Nil	Nil	Nil	Nil	242,023
	2016	57,143	Nil	Nil	Nil	Nil	Nil	Nil	57,143
Benjamin Sze, Acting Chief Executive Officer	2018	Nil[2]	Nil	Nil[5]	Nil	Nil	Nil	Nil	Nil
	2017	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2016	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Derek Sider, Acting Chief Commercial Officer	2018	58,333[3]	Nil	87,888[6]	10,000	Nil	Nil	16,666	172,887
	2017	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	2016	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Notes:

(1) Mr. Trinh acted as Chief Financial Officer of WGBC prior to April 10, 2018.

(2) Prorated for December 15, 2018, the date Mr. Sze started employment with WGBC. Mr. Sze was not paid any form of compensation for the year ended December 31, 2018.

(3) Prorated to April 10, 2018, the date Mr. Sider started employment with WGBC.

(4) At the date of this Information Circular, Long Trinh holds 187,500 WGBC Options which vest as follows: 75,000 on January 8, 2019, 75,000 on January 8, 2020, 37,500 on January 8, 2021. The WGBC Options held by Long Trinh are not subject to accelerated vesting provisions in the event of a change of control.

(5) At the date of this Information Circular, Benjamin Sze holds 1,500,000 WGBC Options which vest based on performance indicators tied to the share price of WGBC, of which currently none are vested. All WGBC Options held by Benjamin Sze are deemed to vest for a period of ten days prior to a change of control event (which includes the Arrangement with Westleaf). If during the ten day window the option holder does not exercise the WGBC Options, the options revert back to the original vesting schedule.

(6) At the date of this Information Circular, Derek Sider holds 300,000 WGBC Options which vest as follows: 75,000 on April 10; 2019, 75,000 on April 10, 2020, 25,000 on June 15, 2020, 75,000 on April 10, 2021, 25,000 on June 15, 2021 and 25,000 on June 15, 2022. All WGBC Options held by Derek Sider are deemed to vest for a period of ten days prior to a change of control event (which includes the Arrangement with Westleaf). If during the ten day window the option holder does not exercise the WGBC Options, the options revert back to the original vesting schedule.

Outstanding Share-based Awards and Option-based Awards

During the year ended December 31, 2018, a total of 412,500 option-based awards were awarded to the NEOs of WGBC. During the six months ended June 30, 2019, a total of 1,575,000 options were awarded to the NEOs of WGBC.

Pension Plan Benefits

WGBC does not have a pension plan or provide any benefits following or in connection with retirement. In addition, WGBC does not have a deferred compensation plan.

Director Compensation Table

The following table sets forth for each of WGBC's directors, other than directors who are also Named Executive Officers, all amounts of compensation earned, paid and payable, for WGBC's most recently completed fiscal year ended December 31, 2018:

Name	Fees Earned	Share-based awards	Option-based awards	Non-equity incentive plan compensation plan	Pension value	All other compensation	Total
Gary Leong	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Long Trinh	Nil	Nil	Nil	Nil	Nil	Nil	Nil
Jessie Tang	Nil	Nil	Nil	Nil	Nil	Nil	Nil

Notes:

(1) Mr. Trinh was appointed a director of WGBC on November 18, 2018. Mr. Trinh earned consulting fees in relation to his previous role as Acting Chief Financial Officer of WGBC, but was not compensated in relation to his position on the WGBC Board.

(2) Ms. Tang earned consulting fees in relation to her role as the senior responsible person in charge for WGBC, but was not compensated in relation to her position on the WGBC Board.

DIRECTORS AND OFFICERS

Directors and Officers

The name, municipality of residence, position presently held with WGBC, principal occupation during the last five years, the period served as director or officer, and the number of WGBC Shares beneficially owned, directly or indirectly, or over which each exercises control or direction as of the date hereof, of each of the directors and officers of WGBC, are as follows:

Name and Municipality of Residence	Principal Occupation for Last Five Years	Office Held and Date became a Director	Number of WGBC Shares Beneficially Owned
Gary Leong, Surrey, British Columbia	Mr. Leong has been self-employed as a consultant since April 2019. Prior thereto, Mr. Leong was Chief Scientific Officer of Aphria Inc. from June 2014 to March 2019.	November 18, 2018	75,000 Class A Shares
Long Trinh, Burnaby, British Columbia	Co-Founder WGBC, President and Secretary from March 2017 to present. Prior thereto, Mr. Trinh acted as the General Manager of Business Administration for Eldorado Gold Corp.'s Beijing office from March 2012 to December 2016.	November 18, 2018	637,500 Class A Shares and 1,173,825 Class B Shares

Notes:

(1) All directors of WGBC are elected to hold office until the next annual meeting of shareholders or until his successor is duly elected or appointed, unless his office is vacated earlier in accordance with WGBC's articles.

As at the date of this Information Circular, the directors and officer of WGBC beneficially own, directly or indirectly, or exercise control or direction over 2,475,000 Common Shares. This represents approximately 4.3% of the number of Common Shares that are outstanding as of the date of this Information Circular.

Employment, Consulting and Management Agreements

Benjamin Sze (Acting Chief Executive Officer) and Derek Sider (Acting Chief Commercial Officer) have employment contracts with WGBC that entitle them to receive payments from WGBC in the event of the termination of their employment with WGBC or if certain events occur in relation to a change of control of WGBC. See "*Interests of Directors and Executive Officers of WGBC in the Arrangement – WGBC Employee Obligations*".

Other than as outlined above, there are no contracts, agreements, plans or arrangements whereby any current NEO or director is entitled to receive payments from WGBC in the event of the resignation, retirement or other termination of the NEO's or director's services with WGBC, change of control of WGBC or a change in the NEO's responsibilities.

Cease Trade Orders, Bankruptcies, Penalties or Sanctions

To WGBC's knowledge, none of WGBC's directors, executive officers or WGBC Shareholders holding a sufficient number of WGBC's securities to materially affect the control of WGBC are, as of the date of this Information Circular, or were within ten years before the date of this Information Circular, a director, officer or promoter of a company that, while such person was acting in such capacity, was subject to a cease trade order (including a management cease trade order), an order similar to a cease trade order or an order that denied such company access to any exemptions under applicable securities law, for a period of more than thirty consecutive days (collectively, an "**Order**"), or was subject to an Order that was issued after such person ceased to be a director, officer or promoter of such company and which resulted from an event that occurred while such person was acting in the capacity of director, officer or promoter of such company.

To WGBC's knowledge, none of WGBC's directors, executive officers or WGBC Shareholders holding a sufficient number of WGBC's securities to materially affect the control of WGBC are, as of the date of this Information Circular, or were within ten years before the date of this Information Circular, a director, officer or promoter of a company that, while such person was acting in such capacity or within a year of that person ceasing to act in that capacity, became bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency or was subject to or instituted any proceedings, arrangement or compromise with creditors or had a receiver, receiver manager or trustee appointed to hold its assets.

To WGBC's knowledge, none of WGBC's directors, executive officers or WGBC Shareholders holding a sufficient number of WGBC's securities to materially affect the control of WGBC (or a personal holding company of any such persons), have, within the ten years before the date of this Information Circular, become bankrupt, made a proposal under any legislation relating to bankruptcy or insolvency, or become subject to or instituted any proceedings, arrangement or compromise with creditors, or had a receiver, receiver manager or trustee appointed to hold the assets of the director, executive officer or WGBC Shareholder.

To WGBC's knowledge, none of WGBC's directors, executive officers or WGBC Shareholders holding a sufficient number of WGBC's securities to materially affect the control of WGBC, have been subject to any penalties or sanctions imposed by a court relating to securities legislation or by a securities regulatory authority or have entered into a settlement agreement with a securities regulatory authority or any other penalties or sanctions imposed by a court or regulatory body that would likely be considered important to a reasonable investor in making an investment decision.

Conflicts of Interest

WGBC's directors and executive officers may, from time to time, be involved with the business and operations of other Cannabis companies, in which case a conflict may arise. See "*Risk Factors*".

Circumstances may arise where members of the WGBC Board serve as directors or officers of companies which are in competition with WGBC's interests. No assurances can be given that opportunities identified by such WGBC Board members will be provided to WGBC.

The BCBCA provides that in the event a director has an interest in a contract or proposed contract or agreement, the director shall disclose his interest in such contract or agreement and shall refrain from voting on any matter in respect of such contract or agreement unless otherwise provided under the BCBCA. To the extent that conflicts of interests arise, such conflicts will be resolved in accordance with the provisions of the BCBCA.

NON-ARM'S LENGTH PARTY TRANSACTIONS

Other than the WGBC Employment Agreements and as set forth below, to the knowledge of WGBC, as of the date of this Information Circular, there are no arrangements between WGBC and any non-arm's length party.

Shareholder Loans

In 2019, certain shareholders of made loans to WGBC as follows: (a) Benjamin Sze in the amount of $300,000 on June 5, 2019 with payment due on June 5, 2020; (b) Benjamin Sze in the amount of $300,00 on April 30, 2019 with payment due on April 30, 2020; (c) Long Trinh in the amount of $100,000 on May 31, 2019 with payment due May 31, 2020 and (d) Nguyet Huynh in the amount of $300,000 on April 30, 2019 with payment due on April 30, 2020, as evidenced by the Promissory Notes.

Equipment Purchase

On October 9, 2019, WGBC purchased certain equipment and assets from Gary Leong, a director of WGBC, via his wholly-owned company, Return 2 Rain Holding Inc. The amount paid by WGBC for the assets was valued at $100,585.36 and such payment is outstanding on the financial records of WGBC.

Consulting Agreement

On November 1, 2019, WGBC entered into a consulting agreement with Gary Leong, pursuant to which Mr. Leong will provide certain consulting services to WGBC.

INTEREST OF INFORMED PERSONS IN MATERIAL TRANSACTIONS

Other than as set forth in the table below, to the knowledge of WGBC, as of the date of this Information Circular, there are no persons who own, or will own following the completion of the Arrangement, directly or indirectly, or exercise control or direction over securities carrying more than 10% of the voting rights attached to any class of voting securities of WGBC.

Name	Type of Ownership	Common Shares	Percentage of all Shares
Thanh Kang[(1)]	Direct and Indirect	2,775,000 Class A Shares	14.5% of Class A Shares
Siyuan Wang[(2)]	Indirect	3,375,000 Class A Shares	18.9% of Class A Shares
Thanh Kang[(3)]	Direct	1,200,000 Class B Shares	14.5% of Class B Shares
Lan Fan Chiu[(4)]	Indirect	3,525,000 Class B Shares	42.7% of Class B Shares
Long Trinh[(5)]	Indirect	1,173,825 Class B Shares	14.2% of Class B Shares
Mai Trinh[(5)]	Indirect	1,173,825 Class B Shares	14.2% of Class B Shares
Nga Tuyet Trinh[(5)]	Indirect	1,173,825 Class B Shares	14.2% of Class B Shares
Long Investment Corp.	Direct	3,525,000 Class B Shares	42.7% of Class B Shares
Green Gables Enterprises Ltd.	Direct	3,525,000 Class B Shares	42.7% of Class B Shares

Notes:

(1) 712,500 Class A Shares and 187,500 WGBC Options to acquire Class A Shares held directly, 1,875,000 Class A Shares held indirectly through TKI Inc
(2) Held indirectly through WXY Inc.
(3) Held indirectly through TKI Inc.
(4) Held indirectly through Green Gables Enterprises Ltd.
(5) Held indirectly through Long Investment Corp.
(6) As of the date of the Information Circular, on a fully-diluted basis by class.

LEGAL PROCEEDINGS AND REGULATORY ACTIONS

There are no legal proceedings to which WGBC is a party or of which any of WGBC's assets are subject, which are material to WGBC, and WGBC is not aware of any such proceedings that are contemplated or pending.

There are no regulatory actions imposed upon WGBC, including: (a) penalties or sanctions imposed against WGBC by a court relating to provincial and territorial securities legislation or by a securities regulatory authority within the three years immediately preceding the date of this Information Circular; (b) any other penalties or sanctions imposed by a court or regulatory body against WGBC; or (c) settlement agreements WGBC entered into before a court relating to provincial and territorial securities legislation or with a securities regulatory authority within the three years immediately preceding the date of this Information Circular.

MATERIAL CONTRACTS

There are no material contracts entered into by WGBC and affecting WGBC, during the past two years or to which it become a party on or prior to the Effective Date, other than those entered into during the ordinary course of business and other than in respect of the Amalgamation.

AUDITOR, TRANSFER AGENT AND REGISTRAR

The auditors of WGBC are MNP LLP, in Vancouver, British Columbia, and were appointed auditors of WGBC for the year ended December 31, 2018.

RISK FACTORS

Reliance on License

WGBC's ability to continue its business of growth, storage and distribution of Cannabis Products is dependent on maintaining the existing License and adherence to all regulatory requirements related to such License. Failure to comply with the requirements of the License or any failure to maintain the License may have a material adverse impact

on WGBC's business, financial condition and results of operations. Although WGBC believes it will meet the requirements for future extensions or renewals of the License, there can be no guarantee that a new License will be granted, extended or renewed as necessary or, if extended or renewed, that the License will be extended or renewed on the same or similar terms. Should Health Canada not extend or renew the License or should it renew the License on different terms, WGBC's business, financial condition and results of operations may be materially adversely affected.

Limited Operating History

WGBC was incorporated in 2013, the business of WGBC began operations in 2017 and started generating revenues from the sale of medical cannabis in 2018. WGBC is subject to all of the business risks and uncertainties associated with any early-stage enterprise, including under-capitalization, cash shortages, limitation with respect to personnel, financial and other resources, and lack of revenues.

WGBC has incurred operating losses in recent periods. Although WGBC has achieved profitability for the three months ended in September 2019, WGBC may not be able to maintain profitability and may incur significant losses in the future. In addition, WGBC expects to continue to increase operating expenses as it implements initiatives to grow its business. If WGBC's revenues do not increase to offset these expected increases in costs and operating expenses, WGBC will not be profitable. There is no assurance that WGBC will be successful in achieving a return on shareholders' investments and the likelihood of success must be considered in light of the early stage of operations.

Highly Regulated Industry

The laws, regulations and guidelines generally applicable to the cannabis industry domestically and internationally may change in ways currently unforeseen. WGBC's operations are subject to a variety of laws, regulations and guidelines relating to the manufacture, management, transportation, storage, sale, health and safety and disposal of cannabis, including the Cannabis Act and any similar provincial legislation of any province or territory of Canada regulating the cultivation, production, distribution or sale of cannabis ("**Provincial Cannabis Legislation**"), any regulations thereunder and applicable stock exchange rules and regulations. Any amendment to or replacement of existing laws may cause adverse effects to WGBC's operations. The risks to WGBC's business represented by subsequent regulatory changes could reduce the addressable market for WGBC's products and could materially and adversely affect WGBC's business, financial condition, results of operations and prospects. To the knowledge of management, other than routine corrections that may be required by Health Canada or a Provincial Cannabis Authority from time to time, WGBC is currently in compliance with all such laws. Achievement of WGBC's business objectives is contingent, in part, upon compliance with regulatory requirements enacted by governmental authorities and, where necessary, obtaining regulatory approvals. The impact of regulatory regimes, any delays in obtaining, or failure to obtain, regulatory approvals required may significantly delay or impact the development of WGBC's business and operations, and could have a material adverse effect on WGBC's business, financial condition, results of operations and prospects. Any potential noncompliance could cause WGBC's business, financial condition, results of operations and prospects to be adversely affected. Further, any amendment to or replacement of the Cannabis Act and/or Provincial Cannabis Legislation and other applicable rules and regulations governing WGBC's business activities may cause adverse effects on WGBC's business, financial conditions and results of operations. The risks to WGBC's business associated with the decision to amend or replace the Cannabis Act and/or Provincial Cannabis Legislation, and subsequent regulatory changes, could reduce the addressable market for WGBC's products and could materially and adversely affect WGBC's business, financial condition, results of operations and prospects.

WGBC will incur ongoing costs and obligations related to regulatory compliance. Failure to comply with applicable laws and regulations could subject WGBC to regulatory or agency proceedings or investigations and may result in enforcement actions thereunder, including orders issued by regulatory or judicial authorities causing operations to cease or be curtailed, and may include damage awards, fines, penalties or corrective measures requiring capital expenditures or remedial actions. Parties may be liable for civil or criminal fines or penalties imposed for violations of applicable laws or regulations. The outcome of any regulatory or agency proceedings, investigations, audits, and other contingencies could harm WGBC's reputation and no assurance can be given that any pending or future regulatory or agency proceedings, investigations and audits will not result in substantial costs or a diversion of management's attention and resources. Amendments to current laws, regulations and permitting requirements, or more stringent application of existing laws or regulations, may have a material adverse impact on WGBC's business,

resulting in increased capital expenditures or production costs, reduced levels of cannabis production or abandonment or delays in the development of facilities.

Inspectors routinely assess the Creston Facility against the Cannabis Act and the Provincial Cannabis Legislation and its regulations and provide WGBC with follow up reports noting observed deficiencies. WGBC is continuously reviewing and enhancing its operational procedures and facilities both proactively and in response to routine inspections. WGBC follows all regulatory corrections in response to inspections in a timely manner. If WGBC fails to comply with applicable laws, regulations and guidelines, WGBC may incur additional costs or penalties, or WGBC's operations may be restricted or shut down.

In addition, the introduction of new tax laws, regulations or rules, or changes to, or differing interpretation of, or application of, existing tax laws, regulations or rules in Canada or any of the jurisdictions in which WGBC operates could result in an increase in taxes, or other governmental charges, duties or impositions. No assurance can be given that new tax laws, regulations or rules will not be enacted or that existing tax laws, regulations or rules will not be changed, interpreted or applied in a manner which could result in WGBC's profits being subject to additional taxation or which could otherwise have a material adverse effect. Due to the complexity and nature of WGBC's operations, various legal and tax matters may be outstanding from time to time. If WGBC is unable to resolve any of these matters favorably, it may have a material adverse effect on WGBC.

Product Recalls

Manufacturers and distributors of products are sometimes subject to the recall or return of their products for a variety of reasons, including product defects, such as contamination, unintended harmful side effects or interactions with other substances, packaging safety and inadequate or inaccurate labeling disclosure. If any of the Cannabis Products are recalled due to an alleged product defect or for any other reason, WGBC could be required to incur the unexpected expense of the recall and any legal proceedings that might arise in connection with the recall. WGBC may lose a significant amount of sales and may not be able to replace those sales at an acceptable margin or at all. In addition, a product recall may require significant management attention. Although WGBC intends to have detailed procedures in place for testing proposed finished products, there can be no assurance that any quality, potency or contamination problems will be detected in time to avoid unforeseen product recalls, regulatory action or lawsuits. Additionally, if one of WGBC's proposed products were subject to recall, the reputation of that product and WGBC could be harmed. A recall for any of the foregoing reasons could lead to decreased demand for products produced by WGBC and could have a material adverse effect on the results of operations and financial condition of WGBC. Additionally, product recalls may lead to increased scrutiny of the operations of WGBC by Health Canada or other regulatory agencies, requiring further management attention and potential legal fees and other expenses.

Foreign Investment in Cannabis Companies

Certain jurisdictions may prohibit or restrict its citizens or residents from investing in or transacting with companies involved in the cannabis industry, even if such companies only conduct business in jurisdictions where cannabis is legal. In the United States, there have been certain instances of US Customs and Border Protection preventing citizens of foreign countries from entering the United States for reasons related to the cannabis industry.

Operations in Foreign Jurisdictions

WGBC may have operations in additional emerging markets in the future. Such operations could expose WGBC to the socioeconomic conditions as well as the laws governing the cannabis industry in such countries. Inherent risks with conducting foreign operations include, but are not limited to: high rates of inflation; extreme fluctuations in currency exchange rates, military repression; war or civil war; social and labor unrest; organized crime; hostage taking; terrorism; violent crime; expropriation and nationalization; renegotiation or nullification of existing Licenses, approvals, permits and contracts; changes in taxation policies; restrictions on foreign exchange and repatriation; and changing political norms, banking and currency controls and governmental regulations that favor or require us to award contracts in, employ citizens of, or purchase supplies from, the jurisdiction.

Governments in certain foreign jurisdictions intervene in their economies, sometimes frequently, and occasionally make significant changes in policies and regulations. Changes, if any, in the cannabis industry or investment policies or shifts in political attitude in the countries in which WGBC may operate may adversely affect its operations or profitability. Operations may be affected in varying degrees by government regulations with respect to, but not limited to, restrictions on production, price controls, export controls, currency remittance, importation of product and supplies, income and other taxes, royalties, the repatriation of profits, expropriation of property, foreign investment, maintenance of concessions, licenses, approvals and permits, environmental matters, land use, land claims of local people, water use and workplace safety. Failure to comply strictly with applicable laws, regulations and local practices could result in loss, reduction or expropriation of licenses, or the imposition of additional local or foreign parties as joint venture partners with carried or other interests.

WGBC continues to monitor developments and policies in the emerging markets; however, such developments cannot be accurately predicted and could have an adverse effect on WGBC's ability to operate in emerging markets.

Operating Risk and Insurance Coverage

WGBC has insurance to protect its assets, operations and employees. Such insurance is subject to coverage limits and exclusions and may not be available for the risks and hazards to which WGBC is exposed.

Growth Targets

WGBC's ability to continue the cultivation of cannabis products at the same pace as it is currently producing or at all, and WGBC's ability to continue to increase both WGBC's cultivation capacity and WGBC's production, may be affected by a number of factors, including plant design errors, non-performance by third party contractors, increases in materials or labor costs, construction performance falling below expected levels of output or efficiency, environmental pollution, contractor or operator errors, breakdowns, aging or failure of equipment or processes, labor disputes, as well as factors specifically related to indoor agricultural and processing practices, such as reliance on provision of energy and utilities of the facility, and potential impacts of major incidents or catastrophic events on the facility, such as fires, explosions, earthquakes or storms.

Additional Funding Requirements

WGBC's cash flow from its future cannabis operations may not be sufficient to fund its ongoing activities at all times. From time to time, WGBC may require additional financing in order to carry out its cannabis cultivation operations. Failure to obtain such financing on a timely basis could cause WGBC to miss certain acquisition opportunities and reduce or terminate its operations. If WGBC's cash flow from operations and current cash balance is not sufficient to satisfy its capital expenditure requirements, there can be no assurance that additional debt or equity financing will be available to meet these requirements or available on favorable terms.

Restrictions on Sales and Marketing

The cannabis industry is in its early development stage and restrictions on sales and marketing activities imposed by Health Canada, various associations, other governmental or quasi-governmental bodies or voluntary industry associations may adversely affect WGBC's ability to conduct sales and marketing activities and could have a material adverse effect on WGBC's business, financial condition, results of operations and prospects.

Legislative or Regulatory Reform and Compliance

The commercial Cannabis industry is a new industry, and we anticipate that such regulations will be subject to change as the Canadian federal government and provincial governments monitor licensees in action. WGBC's operations are subject to a variety of laws, regulations, guidelines and policies, in Canada, relating to the cultivation, manufacture, import, export, management, packaging/labelling, advertising and promotion, sale, transportation, storage and disposal of Cannabis but also including laws and regulations relating to drugs, controlled substances, health and safety, the conduct of operations and the protection of the environment. While to the knowledge of management, WGBC is

currently in compliance with all such laws, any changes to such laws, regulations, guidelines and policies due to matters beyond WGBC's control may cause adverse effects to WGBC's operations.

Environmental Regulations and Risks

WGBC's operations are subject to environmental regulation in British Columbia specifically and across Canada generally. These regulations mandate, among other things, the maintenance of air and water quality standards and land reclamation. They also set forth limitations on the generation, transportation, storage and disposal of solid and hazardous waste. Environmental legislation is evolving in a manner which will require stricter standards and enforcement, increased fines and penalties for non-compliance, more stringent environmental assessments of proposed projects and a heightened degree of responsibility for companies and their officers, directors and employees. There is no assurance that future changes in environmental regulation, if any, will not adversely affect WGBC's operations.

Government approvals and permits are currently, and may in the future be required in connection with WGBC's operations. To the extent such approvals are required and not obtained, WGBC may be curtailed or prohibited from proceeding with the development of its operations as currently proposed.

Failure to comply with applicable laws, regulations and permitting requirements may result in enforcement actions thereunder, including orders issued by regulatory or judicial authorities causing operations to cease or be curtailed, and may include corrective measures requiring capital expenditures, installation of additional equipment, or remedial actions. WGBC may be required to compensate those suffering loss or damage by reason of its operations and may have civil or criminal fines or penalties imposed for violations of applicable laws or regulations.

Risks Inherent in an Agriculturally Dependent Business

WGBC's business revolves mainly around the growth of cannabis, an agricultural product. Such business will be subject to the risks inherent in the agricultural business, such as insects, plant diseases and similar agricultural risks. Although WGBC expects to grow its product in a climate controlled, monitored, indoor location, there can be no assurance that natural elements will not have a material adverse effect on any such future production.

Third Party Transportation

In order for WGBC to distribute its products, WGBC must depend on third party transportation services. This can cause logistical problems with and delays in WGBC ship its orders and cannot be directly controlled by WGBC. Any delay by third party transportation services may adversely affect WGBC's financial performance.

Moreover, security of the product during transportation to and from locations to which WGBC delivers retail products is critical due to the nature of the product. A breach of security during transport could have material adverse effects on WGBC's business, financials and prospects. Any such breach, could impact WGBC's ability to continue operating under its License or the prospect of renewing its License.

Unfavorable Publicity or Consumer Perception

WGBC believes the cannabis industry is highly dependent upon consumer perception regarding the safety, efficacy and quality of cannabis and related products distributed to such consumers. Consumer perception of WGBC's products can be significantly influenced by scientific research or findings, regulatory investigations, litigation, media attention and other publicity regarding the consumption of Cannabis Products. There can be no assurance that future scientific research, findings, regulatory proceedings, litigation, media attention or other research findings or publicity will be favorable to the cannabis market or any particular product, or consistent with earlier publicity. Future research reports, findings, regulatory proceedings, litigation, media attention or other publicity that are perceived as less favorable than, or that question, earlier research reports, findings or publicity could have a material adverse effect on the demand for WGBC's products and the business, results of operations, financial condition and cash flows of WGBC. WGBC's dependence upon consumer perceptions means that adverse scientific research reports, findings, regulatory proceedings, litigation, media attention or other publicity, whether or not accurate or with merit, could have

a material adverse effect on WGBC, the demand for WGBC's products, and the business, results of operations, financial condition and cash flows of WGBC.

Further, adverse publicity reports or other media attention regarding the safety, efficacy and quality of cannabis and related products in general, or the Cannabis Products specifically, or associating the consumption of cannabis or related products with illness or other negative effects or events, could have such a material adverse effect. Such adverse publicity reports or other media attention could arise even if the adverse effects associated with such products resulted from consumers' failure to consume such products appropriately or as directed. The increased usage of social media and other web-based tools used to generate, publish and discuss user-generated content and to connect with other users has made it increasingly easier for individuals and groups to communicate and share opinions and views in regard to WGBC and its activities, whether true or not. Although WGBC believes that it operates in a manner that is respectful to all stakeholders and that it takes care in protecting its image and reputation, it does not ultimately have direct control over how it is perceived by others. Reputational loss may result in decreased investor confidence, increased challenges in developing and maintaining community relations and an impediment to WGBC's overall ability to advance its projects, thereby having a material adverse impact on its financial performance, financial condition, cash flows and growth prospects.

Reputational Risk to Third Parties

The parties outside of the cannabis industry with which WGBC does business may perceive that they are exposed to reputational risk as a result of WGBC's cannabis business activities. Failure to establish or maintain business relationships could have a material adverse effect on WGBC.

Competition in the Cannabis Industry

The cannabis industry is highly competitive. WGBC competes for capital, acquisitions, leased property, skilled personnel, access to equipment, access to facilities and in many other respects with a substantial number of other organizations, many of which may have greater technical and financial resources than WGBC. Some of these organizations not only produce cannabis products but also carry on operations and market cannabis and other products on a worldwide basis. As a result of these complementary activities, some of the competitors of WGBC may have greater and more diverse competitive resources to draw on than WGBC.

Expansion of the Creston Facility

The construction on the Creston Facility is subject to various potential problems and uncertainties, and may be delayed or adversely affected by a number of factors beyond the control of WGBC, including the failure to obtain regulatory approvals, permits, delays in the delivery or installation of equipment by suppliers, difficulties in integrating new equipment with existing facilities, shortages in materials or labor, defects in design or construction, diversion of management resources, or insufficient funding or other resource constraints. Moreover, actual costs for construction may exceed budget. As a result of construction delays, cost overruns, changes in market circumstances or other factors, WGBC may not be able to achieve the intended economic benefits from the improvement of the Creston Facility, which in turn may materially and adversely affect WGBC's business, prospects, financial condition and results of operations.

Increased Costs of Capital

The business and operating results of WGBC could be harmed by factors such as the availability, terms and cost of capital, increases in interest rates or a reduction in credit rating. Changes in any one or more of these factors could cause the cost of doing business to increase, limit access to capital, limit WGBC's ability to pursue acquisition opportunities, reduce cash flows and place WGBC at a competitive disadvantage. Recent and continuing disruptions and volatility in the global financial markets may lead to an increase in interest rates or a contraction in credit availability impacting the ability of WGBC to finance operations. A significant reduction in the availability of credit could materially and adversely affect the ability of WGBC to achieve its planned operating results.

Ability to Attract and Retain Experienced Technical Personnel

WGBC Shareholders are entirely dependent on the management of WGBC with respect to the acquisition of certain assets, the development and acquisition of additional assets and the management and administration of all matters relating to WGBC's leased properties. The loss of the services of key individuals who currently comprise the management team could have a detrimental effect on WGBC.

Potential Litigation

From time to time, WGBC may be the subject of litigation. Claims under such litigation may be material. The types of claims WGBC may face include, without limitation, claims for breach of contract, environmental damage, negligence, product liability, tax, patent infringement and employment matters. The outcome of any such litigation is not certain, but may materially impact WGBC's financial condition or results of operations. WGBC may also be subject to adverse publicity related to such claims, regardless whether WGBC is ultimately found responsible. In addition, WGBC may be required to incur significant expenses or devote significant resources defending any such litigation.

Potential Conflicts of Interest for Directors and Officers of WGBC

There are potential conflicts of interest to which some of the directors and officers of WGBC will be subject in connection with the operations of WGBC. Some of the directors and officers are engaged and will continue to be engaged in the cannabis industry on their own behalf and on behalf of other WGBCs, and situations may arise where the directors and officers will be in direct competition with WGBC. Conflicts of interest, if any, which arise will be subject to and be governed by procedures prescribed by the BCBCA which require a director or officer of a WGBC who is a party to or is a director or an officer of or has a material interest in any person who is a party to a material contract or proposed material contract with WGBC, to disclose his interest and to refrain from voting on any matter in respect of such contract unless otherwise permitted under the BCBCA.

WGBC has not verified the reliability of the information regarding Westleaf included in, or which may have been omitted from, this Information Circular.

All historical information regarding Westleaf contained in this Information Circular, including all Westleaf financial information, has been provided by Westleaf. Although WGBC has no reason to doubt the accuracy or completeness of such information, any inaccuracy or material omission in the information about or relating to Westleaf contained in this Information Circular could result in unanticipated liabilities or expenses, increase the cost of integrating the companies or adversely affect the operational plans of Westleaf and its results of operations and financial condition.

EXHIBIT A
WGBC FINANCIAL STATEMENTS AND MANAGEMENT'S DISCUSSION AND ANALYSIS

[See attached.]

We Grow B.C. Ltd.

Condensed Interim Consolidated Financial Statements

For the six months ended June 30, 2019

[Unaudited]

[expressed in Canadian Dollars]

We Grow B.C. Ltd.
Condensed Interim Consolidated Statement of Financial Position
As at June 30, 2019
[Unaudited]
[expressed in Canadian dollars]

		June 30, 2019		December 31, 2018
ASSETS				
Current assets:				
Cash	$	259,617	$	635,893
Accounts receivable		830,023		248,319
Prepaid expenses and deposit		190,647		294,541
Inventory (Note 5)		3,199,339		1,627,240
Biological asset (Note 4)		1,144,403		864,356
		5,624,029		**3,670,349**
Property, plant and equipment (Note 6)		7,382,297		7,445,766
Total assets	**$**	**13,006,326**	**$**	**11,116,115**
LIABILITIES AND SHAREHOLDERS' EQUITY				
Current liabilities:				
Trade and other payables	$	872,021	$	386,091
Due to related parties (Note 10)		989,203		45,762
Lease liability (Note 3, 7)		16,551		-
Total current liabilities		**1,877,775**		**431,853**
Non-current liabilities				
Lease liability (Note 3,7)		27,854		-
Total non-current liabilities		**27,854**		-
SHAREHOLDERS' EQUITY				
Share capital (Note 8)		12,378,635		12,178,635
Contributed surplus		2,832,542		2,456,307
Deficit		(4,110,480)		(3,950,680)
Total shareholders' equity		**11,100,697**		**10,684,262**
Total liabilities and shareholders' equity	**$**	**13,006,326**	**$**	**11,116,115**

Going concern (Note 1)
Subsequent events (Note 17)
Commitments and contingencies (Note 15)

Approved by the Board of Directors:

"Long Trinh"

Director

We Grow B.C. Ltd.
Condensed Interim Consolidated Statement of Loss and Comprehensive Loss
For the six months ended June 30, 2019
[Unaudited]
[expressed in Canadian dollars]

		June 30		
		2019		***2018***
Wholesale Sales	$	2,178,418	$	-
Commissions		(118,244)		-
Excise Duty		(356,395)		-
Net Revenue		**1,703,779**		**-**
Production Costs		2,351,172		825,160
		(647,393)		**(825,160)**
Unrealized gain from biological asset		2,571,024		58,519
Change in fair value of inventory sold		(1,090,678)		-
		832,953		**(766,641)**
Depreciation		37,392		29,854
Share based compensation expense (Note 9)		287,585		540,851
General and administrative (Note 11)		243,761		139,345
Marketing		123,442		4,281
Salaries		213,919		29,584
Information Technology		40,178		48,186
Professional fees		39,943		138,102
Consulting fees		17,962		77,723
Expenses		**1,004,182**		**1,007,926**
Loss from Operations				
Other income		11,429		13,143
NET LOSS AND COMPREHENSIVE LOSS	**$**	**(159,800)**	**$**	**(1,761,424)**
Basic and dilutive loss per share	$	(0.00)	$	(0.05)
Basic and dilutive weighted average shares outstanding		57,251,667		38,577,500

We Grow B.C. Ltd.
Condensed Interim Consolidated Statement of Shareholders' Equity
For the six months ended June 30, 2019
[Unaudited]
[expressed in Canadian dollars]

	Number of shares	Share capital	Contributed surplus	Deficit	Total
		$	$	$	$
Balance, December 31, 2017 (As restated, Note 20)	**37,500,000**	**4,880,126**	**2,122,662**	**(1,259,814)**	**5,742,974**
Share capital issued due to private placement (Note 8)	375,000	348,300	-	-	348,300
Share capital issued due to options exercised (Note 8)	1,950,000	1,476,306	(696,306)	-	780,000
Share capital issued due to debenture conversion (Note 8)	637,500	510,000	-	-	510,000
Share based compensation	-	-	540,851	-	540,851
Net loss and comprehensive loss	-	-	-	(1,501,106)	(1,501,106)
Balance, June 30, 2018	**40,462,500**	**7,214,732**	**1,967,207**	**(2,760,920)**	**6,421,019**
Shares issued due to private placement	1,612,500	3,263,700	-	-	3,263,700
Shares issued due to debenture conversion	-	34,800	-	-	34,800
Share based compensation	-	-	356,036	-	356,036
Share exchange for reorganization	15,125,003	1,688,510	133,064	-	1,821,574
Net loss and comprehensive loss	-	-	-	(1,189,760)	(1,189,760)
Share issuance cost	-	(23,107)	-	-	(23,107)
Balance, December 31, 2018	**57,200,003**	**12,178,635**	**2,456,307**	**(3,950,680)**	**10,684,262**
Share capital issued (Note 8)	100,000	200,000	-	-	200,000
Share based compensation (Note 9)	-	-	287,585	-	287,585
Loan from related party (Note 10)	-	-	88,650		88,650
Net loss and comprehensive loss	-	-	-	(159,800)	(159,800)
Balance, June 30, 2019	**57,300,003**	**12,378,635**	**2,832,542**	**(4,110,480)**	**11,100,697**

We Grow B.C. Ltd.
Condensed Interim Consolidated Statements of Cash Flow
For the six months ended June 30, 2019 and 2018
[Unaudited]
[expressed in Canadian dollars]

	June 30, 2019	June 30, 2018
OPERATING ACTIVITIES		
Net loss	$ (159,800)	$ (1,761,424)
Non-cash items:		
Unrealized gain from biological assets	(2,571,024)	(58,519)
Share based compensation expense	287,585	540,851
Interest on lease liabilities	1,411	-
Depreciation	415,465	331,706
Changes in fair value included in inventory sold	1,090,678	-
Changes in non-cash working capital items:		
Accounts receivable	(581,704)	(45,073)
Inventory	(371,800)	(26,378)
Prepaid expenses	103,894	46,942
Trade and other payables	485,930	80,578
Cash flow used in operating activities	**(1,299,368)**	**(891,317)**
INVESTING ACTIVITIES		
Property, plant and equipment additions (Note 9)	(300,727)	(668,250)
Cash flow used in investing activities	**(300,727)**	**(668,250)**
FINANCING ACTIVITIES		
Share capital issued (Note 8)	200,000	1,638,300
Repayment of lease liabilities	(8,274)	-
Due from related parties	1,032,091	197,295
Cash flow provided by financing activities	**1,223,817**	**1,835,595**
INCREASE (DECREASE) IN CASH	**(376,276)**	**276,028**
Cash, beginning of the period	635,893	33,413
Cash, end of the period	**$ 259,617**	**$ 309,441**

1. DESCRIPTION OF BUSINESS

We Grow B.C. Ltd. (the “Company") was incorporated on November 12, 2013 under the provisions of the British Columbia Business Corporations Act. During 2018, the Company received a license in accordance with the Cannabis Act and Cannabis Regulations to cultivate and process for the purposes of selling both recreational and medical cannabis.

The Company's head office is located at 896 Reclamation Road, Creston, British Columbia, V0B 1G7, Canada.

These condensed interim consolidated financial statements have been prepared on the basis of accounting principles applicable to a going concern, which assumes that the Company will continue in operation for the foreseeable future and will be able to realize its assets and discharge its liabilities in the normal course of business. There are conditions and events, which constitute material uncertainties that may cast significant doubt on the validity of this assumption.

The Company has incurred losses since its inception and has an accumulated deficit of $4,110,480 as at June 30 , 2019 and $3,950,680 as at December 31, 2018 that has been funded primarily by issuance of equity and advances from related parties. The Company incurred losses of $159,800 and $1,761,424 for the six months ended June 30, 2019 and 2018, respectively. There is a material uncertainty related to these conditions that casts significant doubt about the Company’s ability to continue as a going concern and therefore it may be unable to realize its assets and discharge its liabilities in the normal course of business. The Company’s ability to continue as a going concern depends upon its ability to raise adequate financing and to generate profitable operations in the future.

2. BASIS OF PRESENTATION

Statement of compliance

These condensed interim consolidated financial statements have been prepared in accordance with International Accounting Standard 34, Interim Financial Reporting. The condensed interim consolidated financial statements do not include all the information and disclosures required in the Company’s annual consolidated financial statements and should be read in conjunction with the Company’s December 31, 2018 audited annual consolidated financial statements. Except for the adoption of IFRS 16, Leases (“IFRS 16”), as described in Note 3 to these condensed interim consolidated financial statements, these condensed interim consolidated financial statements have been prepared on a basis consistent with the accounting policies disclosed in the December 31, 2018 audited annual consolidated financial statements.

These condensed interim consolidated financial statements were approved by the Board of Directors and authorized for issuance by the Board of Directors on November 19, 2019.

Basis of measurement

These condensed interim consolidated financial statements have been prepared in Canadian dollars on a historical cost basis except for biological assets that are measured at fair value.

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date, regardless of whether the price is directly observable or estimated using another valuation technique. In estimating the fair value of an asset or a liability, the Company takes into account the characteristics of the asset or liability if market participants would take those characteristics into account when pricing the asset or liability at the measurement date.

Fair value measurements are classified using a fair value hierarchy that reflects the significance of the inputs used in making the measurements. The fair value hierarchy has the following levels:

Level 1 - valuation based on quoted prices (unadjusted) in active markets for identical assets or liabilities;

Level 2 - valuation techniques based on inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly (i.e., as prices) or indirectly (i.e., derived from prices); and

Level 3 - valuation techniques using inputs for the asset or liability that are not based on observable market data (unobservable inputs).

2. BASIS OF PRESENTATION (Continued from previous page)

The fair value hierarchy requires the use of observable market inputs whenever such inputs exist.

Further information on fair value measurements is available in Notes 15.

Basis of consolidation

These condensed interim consolidated financial statements include the accounts of We Grow and its subsidiaries, 107582 BC Ltd. and R. Spetifore & Sons Ltd. ("S&S"). All intercompany transactions and balances have been eliminated upon consolidation. Subsidiaries are entities controlled by the Company. The Company controls an entity when it is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power over the entity. Subsidiaries are fully consolidated from the date on which control is obtained by the Company and are subsequently deconsolidated from the condensed interim consolidated financial statements on the date that control ceases. The accounting policies of the subsidiaries are consistent with the policies adopted by the Company.

3. CHANGES IN ACCOUNTING POLICIES AND NEW ACCOUNTING STANDARDS AND INTERPRETATIONS

The Company has adopted the following new or amended IFRS standards for the interim and annual periods beginning on January 1, 2019.

Adoption of IFRS 16, Leases and resulting changes to lease accounting policy

On January 1, 2019 the Company adopted IFRS 16 using the modified retrospective approach. Therefore, the comparative information has not been restated and continues to be reported under IAS 17, Leases ("IAS 17") and IFRIC 4, Determining Whether an Arrangement Contains a Lease ("IFRIC 4").

(a) Lease accounting policy applicable from January 1, 2019

Definition of a lease

At the inception of a contract, the Company assesses whether a contract is, or contains, a lease. A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. To assess whether a contract conveys this right the Company assesses whether:

- The contract involves the use of an identified asset – this may be specified explicitly or implicitly, and should be physically distinct or represent substantially all of the capacity of a physically distinct asset;
- The Company has the right to obtain substantially all of the economic benefits from the use of the asset throughout the period of use; and
- The Company has the right to direct the use of the asset. The Company has this right when it has the decision-making rights that are most relevant to changing how and for what purpose the asset is used.

At inception or reassessment of a contract that contains lease and non-lease components, the Company allocates the consideration in the contract to each lease component on the basis of their relative stand-alone prices.

Accounting as a lessee under IFRS 16

The Company recognizes a right-of-use asset and lease liability on the consolidated statements of financial position at the lease commencement date. The right-of-use asset is initially measured at cost, which comprises the initial amount of the lease liability adjusted for any lease payments made at or before the commencement date, plus any initial direct costs incurred and an estimate of costs to dismantle and remove the underlying asset or to restore the underlying asset or the site on which it is located, less any lease incentives received.

The right-of-use asset is subsequently depreciated using the straight-line method from the commencement date to the earlier of the end of its useful life or the end of the lease term. The estimated useful lives of right-of-use

3. CHANGES IN ACCOUNTING POLICIES AND NEW ACCOUNTING STANDARDS AND INTERPRETATIONS

(Continued from previous page)

assets are determined on the same basis as those of property, plant and equipment. In addition, the right-of-use asset is periodically reduced by impairment losses, if any, and adjusted for certain remeasurements of the lease liability.

The lease liability is initially measured at the present value of the lease payments that are not paid at the commencement date, discounted using the interest rate implicit in the lease or, if that rate cannot be readily determined, the Company's incremental borrowing rate. Generally, the Company uses its incremental borrowing rate as the discount rate.

Lease payments included in the measurement of the lease liability comprise (a) fixed payments, including in-substance fixed payments; (b) variable lease payments that depend on an index or a rate, initially measured using the index or rate as at the commencement date; (c) amounts expected to be payable under a residual value guarantee; and (d) the exercise price under a purchase option that the Company is reasonably certain to exercise, lease payments in an optional renewal period if the Company is reasonably certain to exercise an extension option, and penalties for early termination of a lease unless the Company is reasonably certain not to terminate early.

The lease liability is measured at amortized cost using the effective interest method. It is remeasured when there is a change in future lease payments arising from a change in an index or rate, if there is a change in the Company's estimate of the amount expected to be payable under a residual value guarantee, or if the Company changes its assessment of whether it will exercise a purchase, extension or termination option. When the lease liability is remeasured in this way, a corresponding adjustment is made to the carrying amount of the right-of-use asset, or is recorded in the consolidated statements of operations if the carrying amount of the right-of-use asset has been reduced to $nil.

(b) Transition to IFRS 16

Practical expedients

On transition to IFRS 16, the Company elected to apply the practical expedient to make the assessment of which transactions represent leases. The Company applied IFRS 16 only to contracts that were previously identified as leases under IAS 17 and IFRIC 4. Therefore, the definition of a lease under IFRS 16 was applied only to contracts entered into, or changed, on or after January 1, 2019.

The Company used the following additional practical expedients:

- Applied a single discount rate to a portfolio of leases with similar characteristics;
- Applied the exemption not to recognize right-of-use assets and lease liabilities for short-term leases with terms less than 12 months and leases of low-value assets. The Company recognizes the lease payments associated with these leases as an expense on a straight-line or other systematic basis over the lease term;

Impacts on condensed interim consolidated financial statements

On transition to IFRS 16, the Company elected to measure the right-of-use assets at the amount equal to the lease liabilities, adjusted by the amount of any prepaid or accrued lease payments. As at January 1, 2019, the Company recognized $51,269 of right-of-use assets, and $51,269 of lease liabilities, with a nil impact on deficit. The transition to IFRS 16 did not have a material impact on the Company's results of operations or liquidity.

When measuring lease liabilities, the Company used an implied interest rate at January 1, 2019, which was 6%. Right-of-use assets are recognized in Property, plant and equipment (see Note 9), and lease liabilities are recognized in Lease liabilities (see Note 10). The useful life of right-of-use assets is 3.4 years.

4. BIOLOGICAL ASSETS

The continuity of biological assets for the six months ended June 30, 2019 and year ended December 31, 2018 is as follows:

	June 30, 2019	December 31, 2018
Balance, beginning of period.	$ 864,356	$ 465,523
Unrealized gain on changes in fair value of biological assets	2,571,024	2,190,238
Transferred to inventory upon harvest	(2,290,977)	(1,791,405)
Balance, end of period.	$ 1,144,403	$ 864,356

The Company measures its biological assets at their fair value less costs to sell and complete. This is determined using a model which estimates the expected harvest yield per plant applied to the estimated price per gram less cost to sell and complete.

The following significant unobservable inputs, all of which are classified as level 3 on the fair value hierarchy, were used by management as part of this model:

- **Selling price per gram** – determined wholesale fair market value selling price of dry flower and trim
- **Stage of growth** – represents the weighted average number of weeks out of the 20-week growing cycle that biological assets have reached as of the measurement date
- **Yield by plant** – represents the expected number of grams of finished cannabis inventory which are expected to be obtained from each harvested cannabis plant
- **Post-harvest costs** – the costs are based on actual processing costs incurred by drying, trimming, testing and packaging activities incurred in the period, including overhead allocations for these activities.

The following table quantifies each significant unobservable input, and also provides the impact a 10% increase/decrease in each input would have on the fair value of biological assets.

	June 30, 2019	December 31, 2018	10% change as at June 30, 2019	10% change as at December 31, 2018
Weighted average selling price per gram	$7.70	$6.66	$196,689	$105,554
Stage of growth	50%	37%	114,440	86,436
Yield per plant (average)	52.31 grams	52.31 grams	114,440	86,436
Post harvest cost	$2.02/ grams	$1.21/ grams	$ (51,632)	$ (19,185)

The Company accretes fair value on a straight-line basis according to stage of growth. As a result, a cannabis plant that is 50% through its 20 weeks growing cycle would be ascribed approximately 50% of its harvest date expected fair value less remaining processing and selling costs.

During the 6 months ended June 30, 2019, the Company harvested 625,480 grams of dried cannabis and trim (June 30, 2018- 43,156 grams). As of June 30, 2019, it was expected that the Company's biological assets would yield approximately 255,607 grams of dried cannabis and trim when harvested (December 31, 2018- 158,566 grams).

5. INVENTORY

The following is a breakdown of inventory at June 30, 2019 and December 31, 2018:

	June 30, 2019	December 31, 2018
Harvested cannabis	$	$
Work-in-process	2,614,587	1,276,542
Finished goods	422,665	271,881
Supplies and consumables	162,087	78,816
Balance, end of period	$3,199,339	$1,627,240

The fair value changes in biological assets included in inventories sold during the six-month ended June 30, 2019 account for $1,090,678 (June 30, 2018 - $nil).

6. PROPERTY, PLANT AND EQUIPMENT

	Land	Building	Machinery and Equipment	Computer Equipment	Computer Software	Office Equipment	Construction in Progress	Right of Use Assets	Total
Cost									
Balance at December 31, 2018	**1,600,000**	**3,736,875**	**2,778,485**	**65,561**	**19,000**	**13,330**	**-**	**-**	**8,213,251**
Additions	-	-	-	-	-	-	300,727	51,269	351,996
Dispositions	-	-	-	-	-	-	-	-	-
Balance at June 30, 2019	**1,600,000**	**3,736,875**	**2,778,485**	**65,561**	**19,000**	**13,330**	**300,727**	**51,269**	**8,565,247**
Accumulated Depreciation									
Balance at December 31, 2018	**-**	**166,153**	**573,977**	**23,211**	**3,444**	**700**	**-**	**-**	**767,485**
Additions	-	76,283	313,242	12,312	4,468	1,658	-	7,503	415,466
Dispositions	-	-	-	-	-	-	-	-	-
Balance at June 30, 2019	**-**	**242,436**	**887,219**	**35,524**	**7,912**	**2,358**	**-**	**7,503**	**1,182,952**
Net book value									
Balance at December 31, 2018	1,600,000	3,570,722	2,204,508	42,350	15,556	12,630	-	-	7,445,766
Balance at June 30, 2019	1,600,000	3,494,440	1,891,266	30,037	11,088	10,973	300,727	43,766	7,382,297

For the six months ended June 30, 2019, depreciation related to equipment capitalized as part of production costs within inventory amounted to $21,244 (June 30, 2018- $21,243).

During the six months ended June 30, 2019, $356,829 of depreciation accrued directly and indirectly related to the production was reflected by the line Production costs of the condensed interim consolidated statement of loss and comprehensive loss and $37,392 of depreciation expensed as general and administrative costs (June 30, 2018 - $280,609 and $29,854 respectively).

WGBC is currently undertaking a construction project to build an extraction room and tissue culture lab at the Creston Facility (the “Facility Improvement”). The Facility Improvement is expected to be completed by the end of 2019.

7. LEASE LIABILITIES

A continuity of lease liabilities for the six months ended June 30, 2019, is as follows:

As at January 1, 2019	51,269
Lease additions	-
Lease payments	(8,275)
Interest expense on lease liabilities	1,411
As at June 30, 2019	44,405

The maturity analysis of the undiscounted contractual balances of the lease liabilities is as follows:

Less than one year	16,551
One to five years	31,722
Total undiscounted lease liabilities at June 30, 2019	48,273

8. SHARE CAPITAL

The Company is authorized to issue the following classes of shares:

- an unlimited number of class A, B, C, D, E, F and G voting common shares without par value;
- an unlimited number of class H, I, J and K non-voting common shares without par value;
- an unlimited number of class L and O non-voting preferred redeemable/retractable shares with a par of $0.01 per share; and
- an unlimited number of class M and N non-voting preferred redeemable/retractable shares with a par value of $100.00 per share.

The Company's articles of incorporation authorize the payment of dividends to the holders of any one or more classes of shares to the exclusion of the holders of any other class of Shares.

Issued and Outstanding during the 6-month period ended June 30, 2019

	As at December 31, 2018		Issued during the period		As at June 30, 2019	
	Number of Shares	Amount	Number of Shares	Amount	Number of Shares	Amount
Class A	12,450,000	$5,523,010	100,000	$200,000	12,550,000	$5,723,010
Class B	8,250,000	384,010	-	-	8,250,000	384,010
Class H	14,250,000	2,956,100	-	-	14,250,000	2,956,100
Class I	4,875,000	240,005	-	-	4,875,000	240,005
Class J	2,250,000	1,387,000	-	-	2,250,000	1,387,000
Class K	15,125,003	1,688,510	-	-	15,125,003	1,750,000
	57,200,003	$12,178,635	100,000	$200,000	57,300,003	$12,378,635

During the 6-month period ended June 30, 2018, the Company issued 375,000 Class J non-voting common shares and 2,587,500 Class A voting common shares.

8. SHARE CAPITAL (Continued from previous page)

On November 18, 2018 the shareholders of the Company approved a resolution to subdivide each one of the issued and outstanding shares of the Company into 37,500 shares of the same class of shares of the share so subdivided. The numbers of shares were adjusted to reflect impact of the stock split on the financial statement disclosures.

On March 29, 2019 WGBC issued 100,000 Class A voting common shares to a holding company controlled by the CEO at an issue price of $2/share.

9. INCENTIVE STOCK OPTIONS

The Company has adopted a stock option plan under which it is authorized to grant options to officers, directors, employees and consultants enabling them to acquire common shares of the Company. The maximum number of common shares reserved for issuance of stock options that may be granted under the plan is 10% of the issued and outstanding common shares of the Company. The options granted can be exercised for up to a maximum of 5 years and vest as determined by the Board of Directors. The exercise price of each option may not be less than the market price of the common shares on the date of grant.

The Company effected a 1:37,500 stock split of its common stock in the form of a stock dividend to shareholder and option holders of record as of November 18, 2018. The numbers of options were adjusted to reflect impact of the stock split on the financial statement disclosures.

The following is a summary of the changes in the Company's stock options, during the 6 months ended June 30, 2019 and 2018:

	# of Options	Weighted average exercise price
Balance outstanding at December 31, 2017	2,550,000	$0.40
Options granted	1,162,500	1.03
Options exercised	(1,950,000)	0.40
Balance outstanding at June 30, 2018	1,762,500	0.82
Balance outstanding at December 31, 2018	1,818,750	0.85
Options granted	3,410,000	2.00
Balance outstanding at June 30, 2019	5,228,750	$1.60

Stock options granted during the period were fair valued using the Black-Scholes option pricing model based on the following weighted average assumptions:

	June 30, 2019	June 30, 2018
Risk-Free Annual Interest Rate (1)	2.03%	1.98%-2.03%
Expected Annual Dividend Yield	0%	0%
Expected Stock Price Volatility (2)	104.00%	104.00%
Expected Life of Options (Years) (3)	4.55-5.00	5.00
Forfeiture Rate	0.00%	0.00%
Weighted average fair value of stock options granted	$1.49	$0.60

(1) The risk-free rate is based on Canada government bonds with a remaining term equal to the expected life of the options
(2) Volatility was estimated by using the average historical volatility of the Company.
(3) The expected life in years represents the period of time that options granted are expected to be outstanding.

9. INCENTIVE STOCK OPTIONS (Continued from previous page)

The following is a summary of the Company's options outstanding as of June 30, 2019 and December 31, 2018

	As at June 30, 2019		As at December 31, 2018		
	Number of options	Weighted Average Exercise Price	Number of options	Weighted Average Exercise Price	Expiry Date
November 2017	600,000	0.400	600,000	0.400	November 1, 2022
January 2018	562,500	1.032	562,500	1.032	January 8, 2023
April 2018	600,000	1.032	600,000	1.032	April 10, 2023
July 2018	56,250	2.000	56,250	2.000	July 26, 2023
June 2019	3,410,000	2.000	-	-	June 14, 2024
	5,228,750	1.600	1,818,750	0.850	

The weighted average remaining contractual life of stock options outstanding as at June 30, 2019 is 4.18 years (December 31, 2018 - 4.06 years).

During the six months ended June 30, 2019, the Company recorded aggregate share-based compensation expense of $287,585 for all stock options granted and vested during the period (June 30, 2018- $540,851). This expense is included in Share Based Compensation line on the Statement of Comprehensive Loss.

10. RELATED PARTY BALANCES AND TRANSACTIONS

In addition to related party transactions and balances disclosed elsewhere in the financial statements (share based compensation Note 11, convertible debts Note 8):

a. Due to related parties

The balance of $989,203 is comprised of $680,563 due to management and $308,640 due to other related party, as at June 30, 2019 (December 31, 2018: 45,762 due to management). The amount reflected in contributed surplus arose from discounting the loan from the related party at a fair market interest rate of 18%.

b. Promissory notes

In May and June of 2019, promissory notes were issued by the Company to management and a director for $1,000,000 in proceeds.

c. Compensation of key management as of December 31st.

	June 30, 2019	June 30, 2018
Convertible debenture interest	**-**	4,800
Shareholder loan interest	**9,000**	-
Consulting fees	**202,500**	162,593
Stock option compensation	**116,997**	350,428
	328,497	517,821

Compensation of key management includes stock options and consulting fees paid to companies controlled by key management. As of December 31, 2018, there are 600,000 (2017: 1,275,000) outstanding stock options issued to related parties.

11. GENERAL AND ADMINISTRATIVE

The following is a breakdown of general and administrative expenses for six months ended June 30, 2019 and 2018:

	June 30, 2019	June 30, 2018
Travel expense	$ 32,855	$ 37,974
Licensing and permitting expense	19,843	2,319
Facility expense	6,388	35,265
Interest expense	10,495	18,000
Insurance expense	89,718	23,148
Office supplies expense	3,773	7,441
Miscellaneous expense	80,688	15,198
Balance, end of period	$ 243,761	$ 139,345

12. LOSS PER SHARE

Net loss per common share represents net loss attributable to common shareholders divided by the weighted average number of common shares outstanding during the 6-month ended June 30, 2019 and 2018.

Diluted loss per common share is calculated by dividing the applicable net loss by the sum of the weighted average number of common shares outstanding and all additional common shares that would have been outstanding if potentially dilutive common shares had been issued during 6 months ended June 30, 2019 and 2018.

For all the periods presented, diluted loss per share equals basic loss per share due to the anti-dilutive effect of the options.

13. INCOME TAXES

There have been no material changes to income tax matters in connection with normal course operations during the six months ended June 30, 2019.

The Company is subject to income tax in numerous jurisdictions with varying tax rates. During six months ended June 30, 2019 there were no material changes to the statutory tax rates in the taxing jurisdictions where the majority of the Company's income for tax purposes was earned, or where its temporary differences or losses are expected to be realized or settled.

The Company continues to believe the amount of unrealized tax benefits appropriately reflects the uncertainty of items that are or may in the future be under discussion, audit, dispute or appeal with a tax authority or which otherwise result in uncertainty in the determination of income for tax purposes. If appropriate, an unrealized tax benefit will be realized in the reporting period in which the Company determines that realization is not in doubt. Where the final determined outcome is different from the Company's estimate, such difference will impact the Company's income taxes in the reporting period during which such determination is made.

14. CAPITAL MANAGEMENT

As at June 30, 2019, the capital structure of the Company consists of $12,378,635 (December 31, 2018 - $12,178,635) in shareholders' equity and debt.

The Company's objectives when managing its capital are to safeguard its ability to continue as a going concern, to meet its capital expenditures for its continued operations, and to maintain a flexible capital structure which optimizes the cost of capital within a framework of acceptable risk. The Company manages its capital structure and adjusts it in light of changes in economic conditions and the risk characteristics of the underlying assets. To maintain or adjust its capital structure, the Company may issue new shares, issue new debt, or acquire or dispose of assets. The Company is not subject to externally imposed capital requirements.

14. CAPITAL MANAGEMENT (Continued from previous page)

Management reviews its capital management approach on an ongoing basis and believes that this approach, given the relative size of the Company, is reasonable. There have been no changes to the Company's capital management approach in the period. The Company considers its capital structure to include shareholders' equity and due to related parties.

15. FINANCIAL INSTRUMENTS AND RISK MANAGEMENT

As at June 30, 2019, the Company's financial instruments consisted of cash, accounts receivable, trade and other payables and due from related parties. The fair values of accounts receivable, trade and other payables and due from related parties approximate their carrying values because of their current nature.

The Company classifies its fair value measurements in accordance with the three-level fair value hierarchy as follows:

Level 1 – Unadjusted quoted prices in active markets for identical assets or liabilities

Level 2 – Inputs other than quoted prices that are observable for the asset or liability either directly or indirectly, and,

Level 3 – Inputs that are not based on observable market date.

The following table sets forth the Company's financial assets measured at fair value by level within the fair value hierarchy as follows:

	Level 1	Level 2	Level 3	June 30, 2019	December 31, 2018
Financial Assets					
Cash	$ 259,617	$ -	$ -	$ 259,617	$ 635,893
Accounts receivable	830,023	-	-	830,023	248,319
Total financial assets	$ 1,089,640	$ -	$ -	$ 1,089,640	$ 884,212
Financial Liabilities					
Trade and other payables	$ 872,021	$ -	$ -	$ 872,021	$ 386,091
Due to related parties	989,203	-	-	989,203	45,762
Total Financial liabilities	$ 1,861,224	$ -	$ -	$ 1,861,224	$ 431,853

The Company's risk management policies are established to identify, analyze and manage the risks faced by the Company and to implement appropriate procedures to monitor risks and adherence to established controls. Risk management policies and systems are reviewed periodically in response to the Company's activities and to ensure applicability.

In the normal course of business, the main risks arising from the Company's use of financial instruments include credit risk, liquidity risk, market risk and currency risk. These risks, and the actions taken to manage them, include:

(a) Fair value

Due to the short-term nature of cash, accounts receivable, trade and other payables and due from related parties, the Company determined that the carrying amounts of these financial instruments approximate their fair value.

15. FINANCIAL INSTRUMENTS AND RISK MANAGEMENT (Continued from previous page)

(b) Credit risk

Credit risk is the risk of financial loss to the Company if a customer or counterparty to a financial instrument fails to meet its contractual obligations. Credit risk arises from cash held with banks. The Company minimizes credit risk associated with its cash balance substantially by dealing with major Canadian financial institutions. For Receivables, the Company evaluates the credit worthiness of the counterparty before credit is granted. As at June 30, 2019, a total of $830,023 (December 31, 2018: $248,319) of trade accounts receivable were recorded with no amounts overdue. Accounts receivable with provincial distribution boards are net 60, and with Saskatchewan retailers are 50% down and 50% net 30 days.

(c) Liquidity risk

Liquidity risk is the risk that the Company will incur difficulties meeting its financial obligations as they come due. The Company typically settles its financial obligations out of cash. The ability to settle obligations with cash relies on the Company raising funds in a timely manner and by maintaining sufficient cash in excess of anticipated needs. As at June 30, 2019, the Company had a cash balance of $259,617 (December 31, 2018: $635,893), trade payables of $872,021 (December 31, 2018: $386,091) and due to related parties of $989,203 (December 31, 2018: $45,762).

(d) Currency risk

Currency risk is the risk that the value of financial assets and liabilities denominated in currencies, other than the functional currency of the Company, will fluctuate due to changes in foreign currency exchange rates. As at June 30, 2019, the Company is not exposed to material currency risk.

16. COMMITMENTS AND CONTINGENCIES

Commissions

According to Manufacturer's representative agreement with Aphria Inc., the Company has a contingent commitment to pay a commission to Aphria in the amount of 7% of net sales of WGBC in exchange for national sales agency related services. An additional commission of 1% is payable if Aphria achieves certain targets in the contract. The contract was entered into on July 30, 2018 and is valid for 3 years until December 31, 2021. After the initial term the contract will automatically renew for a successive period of one year unless ether party gives a written notice of its intention not to renew at least 120 days prior to the expiration of the initial term. Either party may terminate the contract for any reason with 90 days written notice.

Executive compensation

The Company has entered into employment agreements ("Employment Agreements") with two of its executive officers. The Employment Agreements entered into by the Company provide that: (a) in the event of a change of control of the Company; and (b) if the officer is terminated by the Company or the officer resigns with good reason, such officer may be entitled to receive from the Company an amount equal to twelve months of salary and bonus based on the average salary and bonus over the preceding two years, and twelve months benefits calculated at 20% of the average salary over the preceding two financial years in lieu of notice, severance, damages or other payments. Completion of the Arrangement (as described in the Subsequent Events note) would constitute a "change of control" for the purposes of such agreements. The maximum amount payable by the Company in such event is $274,000.

17. SUBSEQUENT EVENTS

Arrangement agreement:

In November 2019 We Grow started negotiations with Westleaf Inc ("Westleaf") regarding the Arrangement Agreement which provides that Westleaf will purchase all of the issued and outstanding shares of We Grow, other than its Class "H" non-voting common participating shares, in exchange for common shares in the capital of Westleaf, by way of plan of arrangement. Each We Grow Share will be exchanged for 4.264 Westleaf Shares and each outstanding option to purchase one We Grow Share will be exchanged for one Westleaf option to purchase 4.264 Westleaf Shares pursuant to the Westleaf stock option plan currently in place.

The Arrangement is subject to a number of conditions including We Grow completing a non-brokered private placement subscription receipt financing for gross proceeds of not less than $3,000,000, to be completed prior to or concurrently with closing of the Arrangement.

After giving effect to the Arrangement, the pre-Arrangement holders of We Grow Shares excluding the holders of We Grow Shares issued pursuant to the We Grow Financing**,** will hold approximately 55% of Westleaf's issued and outstanding shares on a *pro forma* basis and the existing shareholders of Westleaf will hold approximately 45% of Westleaf's issued and outstanding shares on a *pro forma* basis.

The Arrangement is expected to close in December 2019.

Shares issued:

On October 11, 2019 WGBC issued 50,000 class A voting common shares to new shareholders of WGBC in exchange for $100,000 of proceeds ($2/share).

Options cancelled

225,000 options granted on November 1, 2017 was cancelled on October 15, 2019

WE GROW B.C. Ltd.

For the six months ended June 30, 2019

Management's Discussion and Analysis.

The following Management's Discussion and Analysis ("**MD&A**") should be read in conjunction with We Grow B.C. Ltd's (the "**Company**" or "**WGBC**") consolidated interim financial statements for the six months ended June 30, 2019 and notes to the consolidated financial statements (the "**Financial Statements**"). The Financial Statements, together with this MD&A are intended to provide investors with a reasonable basis for assessing the financial performance of WGBC as well as forward-looking statements relating to future performance. The financial statements are prepared in accordance with International Financial Reporting Standards ("**IFRS**"). All amounts are in Canadian dollars unless otherwise noted.

This MD&A include the accounts of WGBC and its wholly-owned subsidiaries, 107582 BC Ltd. and R. Spetifore & Sons Ltd. ("S&S").

This MD&A contains disclosures up to Nov 19, 2019.

Forward-Looking Statements.

This MD&A contains certain information that may constitute "forward-looking information" and "forward-looking statements" (collectively, "**forward-looking statements**") which are based upon the Company's current internal expectations, estimates, projections, assumptions and beliefs. Such statements can, in some cases, be identified by the use of forward-looking terminology such as "expect," "likely", "may," "will," "should," "intend," "anticipate," "potential," "proposed," "estimate" and other similar words, including negative and grammatical variations thereof, or statements that certain events or conditions "may" or "will" happen, or by discussions of strategy. Forward-looking statements include estimates, plans, expectations, opinions, forecasts, projections, targets, guidance, or other statements that are not statements of fact. The forward-looking statements included in this MD&A are made only as of the date of this MD&A. Forward-looking statements in this MD&A include, but are not limited to, statements with respect to:

- performance of the Company's business and operations;
- intention and plans to grow the business, operations and potential activities of the Company;
- licensing risks and expectations with respect to renewal and/or extension of the Company's licences;
- risks and any commentary with respect to Canada's cannabis regulatory regime;
- change in laws, regulations and guidelines;
- the potential time frame for the implementation of regulations with respect to the regulatory framework for ingestible cannabis, cannabis extracts and cannabis topical products;
- expectations with respect to the cannabis market and market risks;
- the expected growth in the number of customers using the Company's adult use and medical cannabis;
- the Company's ability to enter into and maintain strategic arrangements with distributors and retailers and the potential benefits of such arrangements;
- the success of the entities the Company acquires and the Company's collaborations;
- the development of the Company's brands, product diversification and future corporate development;
- the expansion and production capacity of the Company's sites and the timing related thereto;
- risks inherent in an agricultural business;
- future liquidity and financial capacity;

- the advancement of the Company's international projects and targeting other opportunities as the laws and regulations governing cannabis evolve internationally;
- the competitive and business strategies of the Company;
- history of net losses; and
- the competitive conditions of the adult use cannabis industry.

Certain of the forward-looking statements and other information contained herein concerning the adult use cannabis industry and the general expectations of WGBC concerning the adult use cannabis industry and concerning WGBC are based on estimates prepared by WGBC using data from publicly available governmental sources as well as from market research and industry analysis and on assumptions based on data and knowledge of this industry which WGBC believes to be reasonable. While WGBC is not aware of any misstatement regarding any industry or government data presented herein, the medical and the adult use cannabis industry involves risks and uncertainties that are subject to change based on various factors and the Company has not independently verified such third-party information.

Although the Company believes that the expectations reflected in such forward-looking statements are reasonable, it can give no assurance that such expectations will prove to have been correct. The Company's forward-looking statements are expressly qualified in their entirety by this cautionary statement. In particular, but without limiting the foregoing, disclosure in this MD&A under "*Overview of WGBC's Business & Corporate Strategy*" as well as statements regarding the Company's objectives, plans and goals, including future operating results and economic performance may make reference to or involve forward-looking statements. A number of factors could cause actual events, performance or results to differ materially from what is projected in the forward-looking statements. See below under "*Risk and Uncertainties*" for further details. The purpose of forward-looking statements is to provide the reader with a description of management's expectations, and such forward-looking statements may not be appropriate for any other purpose. You should not place undue reliance on forward-looking statements contained in this MD&A. WGBC undertakes no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by applicable law.

Overview of WGBC's Business & Corporate Strategy.

WGBC is engaged in the business of cultivating, processing and distributing ultra-premium adult-use cannabis within Canada.

WGBC operates a 26,000 square foot cultivation, processing and distribution facility consisting of 14,000 square feet of dedicated grow areas and 12,000 square feet of production support areas located in Creston, BC (the "**Creston Facility**"). The Creston Facility is owned by a wholly owned subsidiary of WGBC and WGBC occupies and uses the Creston Facility pursuant to a lease agreement. WGBC received a license to grow, harvest, trim and store medical cannabis from Health Canada (the "**License**"), becoming a licensed producer on August 25, 2017. On October 16, 2018, Health Canada approved an amendment to the License to allow WGBC to, in addition to growing, harvesting, trimming and storing cannabis, also sell or provide dried cannabis, fresh cannabis, cannabis plants and cannabis seed.

WGBC sells cannabis and other products permitted to be sold in accordance with the License (defined herein). The principal products produced and sold by WGBC are ultra premium cannabis flower and cannabis pre-rolls, and, on occasion, bulk amounts of cannabis biomass (collectively, the "Cannabis Products") to other Licensed Producers in Canada.

WGBC has entered into supply agreements with the Alberta Gaming, Liquor and Cannabis Commission (the "AGLC") the Ontario Cannabis Retail Association (the "OCRA"), the British Columbia Liquor Distribution Board ('BC LDB") and has also agreed to supply Cannabis Products to Prince Edward Island. WGBC registered as a cannabis supplier in the Province of Saskatchewan and ships to a number of retail outlets in Saskatchewan.

WGBC positions Qwest and Qwest Reserve as an ultra premium brand and product. Both brands are aligned with WGBC's mission to deliver cannabis experiences to consumers that is "Beyond the Ordinary."

Highlights for the six months ended June 30, 2019.

Revenue Growth

Net revenue for the six months ended June 30, 2019 was $1.70 million, an increase of $1.56 million in comparison to the twelve months ended December 31, 2018 (net revenue of $0.14m).

Expanding Distribution Footprint

On March 28, 2019, WGBC agreed to terms to supply Cannabis Products to Prince Edward Island and commenced shipment during the second quarter of 2019. On May 13, 2019 and May 23, 2019, WGBC entered into supply agreements with OCRA and AGLC respectively, and subsequently began shipping to the AGLC in the second quarter of 2019 and to the OCRA in the third quarter of 2019.

Appointment of First CEO

On January 1, 2019 WGBC appointed Benjamin Sze as its acting Chief Executive Officer.

Subsequent Events to June 30, 2019

Facility Improvement

WGBC is currently undertaking a construction project to build an extraction room and tissue culture lab at the Creston Facility (the "Facility Improvement"). The Facility Improvement is expected to be completed by the end of 2019.

Westleaf Transaction

On October 3, 2019, WGBC entered into a letter of intent with Westleaf with respect to a potential transaction.

On November 7, 2018 WGBC entered into an Arrangement Agreement with Westleaf Inc ("Westleaf") which provides that Westleaf will purchase all of the issued and outstanding shares of WGBC (the "WGBC Shares"), other than its Class "H" non-voting common participating shares ("Class H Shares"), in exchange for common shares in the capital of Westleaf ("Westleaf Shares"), by way of plan of arrangement (the "Arrangement"). Each WGBC Share will be exchanged for 4.264 Westleaf Shares and each outstanding option to purchase one WGBC Share (the "WGBC Options") will be exchanged for 4.264 Westleaf options (the "Westleaf Options") pursuant to the Westleaf stock option plan currently in place.

The Arrangement is subject to a number of conditions including WGBC completing a non-brokered private placement subscription receipt financing for gross proceeds of up to $3,000,000, to be completed prior to or concurrently with closing of the Arrangement (the "WGBC Financing").

After giving effect to the Arrangement, the pre-Arrangement holders of WGBC Shares excluding the holders of WGBC Shares issued pursuant to the WGBC Financing, will hold approximately 55% of Westleaf's issued and outstanding shares on a pro forma basis and the existing shareholders of Westleaf will hold approximately 45% of Westleaf's issued and outstanding shares on a pro forma basis.

The Arrangement is expected to close in December 2019.

Shares issued

On October 11, 2019 WGBC issued 50,000 class A voting common shares to new shareholders of WGBC in exchange for $100,000 of proceeds ($2/share).

Options cancelled

225,000 options granted on November 1, 2017 was cancelled on October 15, 2019.

Results of Operations for the six months ended June 30, 2019.

During the six months ended June 30, 2019, the Company reported a net comprehensive loss of $0.16 million (June 30, 2018 net comprehensive loss of $1.76 million).

The Company recorded a lower net comprehensive loss for the six months ended June 30, 2019 as compared to the prior period net comprehensive loss, primarily as a result of increases in revenue and impact of fair value changes related to biological assets, offset by an increase in production costs, and marketing costs. The increase in revenue and related production costs are due to the continued scaling up of production at the Creston Facility and the resultant sale of Cannabis Products, strong wholesale pricing, and increased resources dedicated to cultivation, processing and packaging.

Net Revenue.

During the six months ended June 30, 2019, the Company generated net revenues of $1.70 million (June 30, 2018: $nil) while scaling up distribution to new markets such as Alberta and Ontario. The increase in net revenue for the six months ended June 30, 2019 as compared to the prior year, is due to the launch of the Canadian adult-use market, an expanded distribution footprint, and strong wholesale flower pricing.

Production costs.

Production costs consist of direct and overhead costs attributable to cannabis production activities during the biological transformation process up to the point of harvest incurred in the period, as well as direct and overhead costs attributable to post-harvest cannabis processing activities that have been initially capitalized to inventory and subsequently expensed to production costs as cannabis inventory is sold.

Production costs related to cannabis production activities during the biological transformation process up to the point of harvest consist of amortization expense for production, sanitation, record keeping, quality assurance, security and Creston Facility maintenance activities. These costs are expensed to production costs in the period they are incurred.

Production costs related to cannabis processing activities after harvest consist of direct and overhead allocation for wages and benefits, facilities, materials, supplies and amortization expense for drying, trimming, packaging, sanitation, record keeping, quality assurance, security site maintenance activities. These costs are initially capitalized to inventory in the period incurred and subsequently expensed to production costs as cannabis is sold.

Changes in fair value of biological assets.

The Company's biological assets consist of medical cannabis plants which are not yet harvested. These biological assets are measured at fair value less costs to sell and costs to complete. At the point of harvest, the biological assets are transferred to inventory at fair value less costs to sell and costs to complete. While the Company's biological assets are within the scope of IAS 41, Agriculture, the direct and indirect costs of biological assets are determined using an approach similar to the criteria outlined in IAS 2, Inventories for the year-ended December 31, 2018. They include the direct cost of seeds and growing materials as well as other indirect costs such as utilities and supplies used in the growing process. Indirect labour for individuals involved in the growing and quality control process is also included, as well as depreciation on production equipment and the building portion associated with the growing space. All direct and indirect costs of biological assets are capitalized as they are incurred, and they are all subsequently recorded within the line item 'cost of sales' on the consolidated statements of loss and comprehensive loss in the period that the related product is sold. Gains or losses arising from changes in fair value less cost to sell are included in the results of operations of the related period.

During the six months ended June 30, 2019, the Company recognized a gain of $2.57 million (June 30, 2018: $0.06), related to the fair value adjustments of biological assets.

The Company measures its biological assets at their fair value less costs to sell and complete. This is determined using a model which estimates the expected harvest yield per plant applied to the estimated price per gram less cost to sell and complete.

The following significant unobservable inputs, all of which are classified as level 3 on the fair value hierarchy, were used by management as part of this model:

- Selling price per gram – determined wholesale fair market value selling price of dry flower and trim.
- Stage of growth – represents the weighted average number of weeks out of the 20-week growing cycle that biological assets have reached as of the measurement date
- Yield by plant – represents the expected number of grams of finished cannabis inventory which are expected to be obtained from each harvested cannabis plant
- Post-harvest costs – the costs are based on actual processing costs incurred by drying, trimming, testing and packaging activities incurred in the period, including overhead allocations for these activities.

The following table quantifies each significant unobservable input, and also provides the impact a 10% increase/decrease in each input would have on the fair value of biological assets.

	June 30, 2019	December 31, 2018	10% change as at June 30, 2019	10% change as at December 31, 2018
Weighted average selling price per gram	$7.70	$6.66	$196,689	$105,554
Stage of growth	50%	37%	$114,440	$86,436
Yield per plant (average)	52.31 grams	52.31 grams	$114,440	$86,436
Post Harvest cost	$2.02/grams	$1.21/grams	$(51,632)	$(19,185)

Change in fair value of inventory sold

Changes in fair value of inventory sold is the fair value less cost to sell recognized during the biological transformation process related to cannabis sold during the period.

During the six months ended June 30, 2019, the Company recognized fair value changes on inventory sold of $1.09 million (June 30, 2018: $nil), as a result of cannabis sold during the period.

Profits before operating expenses and other charges.

During the six months ended June 30, 2019 the Company generated profits before other expenses of $0.83 million (June 30, 2018: a loss before other expenses of $0.77 million). The increase in profits before other expenses for the six months ended June 30, 2019 as compared to prior year is a result of the Company generating higher net revenues of $1.70 million due to expanded provincial wholesale distribution (June 30, 2018: $nil), and positive impact due to non-cash changes in fair value of biological asset $1.48 million (June 30, 2018: $0.06 million), offset by increased production costs of $2.35 million (June 30, 2018: $0.83 million).

Other Expenses.

During the six months ended June 30, 2019, total other expenses primarily relating to general and administrative expenses increased to $1.00 million (June 30, 2018: $1.01 million). The expenses contributing to the overall movement for the period are due to the following:

- For the six months ended June 30, 2019, the Company's total salaries and benefits expense and consulting fees (excluding production wages and benefits) increased to $0.23 million (June 30, 2018: $0.11 million). The total increase in for the six months ended June 30, 2019, are due primarily to additions to the management team and increase in related compensation.

- For the six months ended June 30, 2019, the Company's total marketing expense increased to $0.12 million (June 30, 2018: $0.00 million) and sales commissions increased to $0.11 million (June 30, 2018 nil). The sales and marketing expense increased due to sales and marketing related expenses, additional brand development expenses with respect to the Qwest and Qwest Reserve, and commission payable to Aphria to provide coast-to-coast sales agent support.

- For the six months ended June 30, 2019, the Company's total general and administrative expense increased to $0.24 million (June 30, 2018: $0.14 million). The general and administrative expense increased due to the additional business travel, facility costs, and insurance costs.

- For the six months ended June 30, 2019, the Company's share-based compensation expense amounted to $0.29 (June 30, 2018: $0.54 million). Share based compensation decreased in comparison to the prior year as the vesting of 1,950,000 options were accelerated in April 2018, resulting in full recognition of the related stock based

compensation in prior period. During the six months ended June 30, 2019 WGBC issued 3,410,000 options to employees and consultants of WGBC. The option grants are used by management to obtain and retain key executives, employees and director.

Selected Annual Information.

(In $ millions)	December 31, 2018 (Audited)	December 31, 2017 (Audited)	December 31, 2016 (Audited)
Revenue	0.16	nil	nil
Net loss before taxes	(2.69)	(0.90)	(0.30)
Net loss after taxes	(2.69)	(0.90)	(0.30)
Net comprehensive loss after taxes	(2.69)	(0.90)	(0.30)
Basic loss per share	(0.06)	(0.03)	(0.09)
Total assets	11.12	7.74	3.40
Total long-term liabilities	nil	nil	nil
Dividends declared per share	nil	nil	nil

During the year ended December 31, 2017, the Company did not generate revenues as its license to sell cannabis was not granted until October 2018. During the year ended December 31, 2018, the Company generated its first revenue from the cultivation and sale of cannabis. The increase in net comprehensive loss from the year ended December 31, 2017 to December 31, 2018 is mainly due to the Company generating revenues, increase in fair value gains on biological assets, offset by increases in production costs, increases in general and administrative expenses, increase in sales and marketing expenses, increases in depreciation and increases in share based compensation costs.

The increase in net comprehensive loss from the year ended December 31, 2016 to December 31, 2017 is mainly due to an increase in fair value gains on biological assets, offset by increases in operating expenses, increases in general and administrative expenses, increases in depreciation and increases in share based compensation costs.

Total assets increased each year ended December 31, 2016, 2017 and 2018. The increase in net assets is mainly due to the increase in investments made to property, plant and equipment related to the Creston Facility, increase in inventory and biological assets, and cash.

The Company had no long term liabilities at December 31, 2016, 2017 and 2018.

The weighted average number of common shares, basic and diluted, outstanding for the twelve months ended June 30, 2019 is 57,251,667 (June 30, 2018: 38,577,500).

The Company's results of operations are not exposed to seasonal variations.

Liquidity.

As at June 30, 2019 the Company had a working capital surplus of $3.75 million (December 31, 2018: $3.24 million).

Cash used in operating activities during the six months ended June 30, 2019 is $1.30 million (June 30, 2018: $0.89 million). The increased cash outflows from operating activities mainly relates to working capital changes such as production costs.

Cash used in investing activities during the six months ended June 30, 2019 is $0.30 million (June 30, 2018: $0.67 million). The decrease in cash used for investing activities for the six months ended June 30, 2019 in comparison to June 2018 results from reduced capital expenditures at the Creston Facility, as the main construction work was completed in 2018.

Cash provided from financing activities during the six months ended June 30, 2019 is $1.22 million (June 30, 2018: $1.84 million). The cash inflows from financing activities are due to option exercises, share issuances, convertible debentures converted to equity during the year, and shareholder loans.

The Company's contractual obligations for the next five fiscal years ending June 30, 2019 and thereafter are summarized as follows:

- Repayment of a shareholder loan and accrued interest in the amount of $1,060,000 (due in 2020).

- A vehicle lease liability of $0.06 million.
- According to Manufacturer's representative agreement with Aphria Inc., WGBC has a contingent commitment to pay a commission to Aphria in the amount of 7% of net sales of WGBC in exchange for national sales agency related services. An additional commission of 1% is payable if Aphria achieves certain targets in the contract. The contract was entered into on July 30, 2018 and is valid for 3 years until December 31, 2021. After the initial term the contract will automatically renew for a successive period of one year unless ether party gives a written notice of its intention not to renew at least 120 days prior to the expiration of the initial term. Either party may terminate the contract for any reason with 90 days written notice.

Contingencies

The Company has entered into employment agreements ("Employment Agreements") with two of its executive officers. The Employment Agreements entered into by the Company provide that: (a) in the event of a change of control of the Company; and (b) if the officer is terminated by the Company or the officer resigns with good reason, such officer may be entitled to receive from the Company an amount equal to twelve months of salary and bonus based on the average salary and bonus over the preceding two years, and twelve months benefits calculated at 20% of the average salary over the preceding two financial years in lieu of notice, severance, damages or other payments. Completion of the Arrangement (as described in the Subsequent Events note) would constitute a "change of control" for the purposes of such agreements. The maximum amount payable by the Company in such event is $274,000.

Capital Resources and Liquidity Risk.

WGBC constantly monitors and manages its capital resources to assess the liquidity necessary to fund operations and capacity expansion. As at June 30, 2019 the Company had a cash balance of $0.26 million, accounts receivable of $0.83 million and current liabilities of $1.88 million. Given the timing of current liability payment obligations, the Company believes it will have the resources to settle its current liabilities.

Management believes that additional capital will be required to execute on its business plans. The Company expects to raise additional capital thru equity or debt financings. However, the outcome of these matters cannot be predicted with certainty at the date of this MD&A.

Related Party Transactions.

a. Due to related parties

A balance of $989,203 is comprised of $680,563 for management and $308,640 for other related party, as at June 30, 2019 (December 31, 2018: 45,762 due to management). The amount from contributed surplus arose from discounting at a fair market interest rate of 18%.

b. Promissory notes

In May and June of 2019, promissory notes were issued by the Company to management and a director for $1,000,000 in proceeds. The promissory notes accrue interest at 6%.

During the 6 months ended June 30, 2019, the Company also paid consulting fees ($0.20 million) to related parties and incurred stock option compensation ($0.12 million) in relation to related parties.

Regulatory Background.

Legal Developments

On October 17, 2018, the Cannabis Act and the Cannabis Regulations came into force, regulating the cultivation, processing, possession and sale of cannabis in Canada for both medical and adult use purposes. The Cannabis Act and the Cannabis Regulations replaced the Controlled Drugs and Substances Act (Canada) (the "**CDSA**") and the Access to Cannabis and Medical Purposes Regulations ("**ACMPR**") as the governing laws and regulations of cannabis in respect of the production, sale and distribution of cannabis for medical purposes. The Cannabis Act also regulates, for the first time, sale of cannabis for adult use purposes.

The Cannabis Act provides a licensing and permitting scheme for the production, importation, exportation, testing, packaging, labelling, sending, delivery, transportation, sale, possession and disposal of cannabis for adult use, implemented by regulations made under the Cannabis Act. The Cannabis Act maintains separate access to cannabis for medical purposes, including providing that import and export permits will only be issued in respect of cannabis for medical or

scientific purposes or in respect of industrial hemp.

The Cannabis Regulations, among other things, set out regulations relating to the following matters: (1) Licences, Permits and Authorizations; (2) Security Clearances; (3) Cannabis Tracking System; (4) Cannabis Products; (5) Packaging and Labelling; and (6) Cannabis for Medical Purposes.

Provincial Regulatory Framework

The Cannabis Act allows the possession, sale, and distribution of cannabis by persons authorized under provincial legislation. Such provincially authorized persons may only sell cannabis products sourced from federally licenced cannabis producers.

All Canadian provinces and territories have regulated distribution and sale of cannabis for adult use purposes, allowing all Canadians over the age of 19 (18 in Alberta and Québec) to purchase cannabis products without medical access. The only provinces with restrictions on classes of cannabis that may be sold in the adult use markets are Québec and Manitoba, where plants and seeds are not sold because personal cultivation for adult use purposes is prohibited in those two provinces. Regardless of the framework, all cannabis products for the adult use cannabis market are ultimately supplied by federally licenced cultivators (plants and seeds only) and processors (all saleable classes of cannabis – currently dried cannabis, cannabis oil, plants and seeds; fresh cannabis is also saleable but the Company is unaware of any entity selling fresh cannabis as a cannabis product).

In most provinces and territories, a liquor or cannabis authority operated by the province serves as a wholesaler, with retailers purchasing cannabis products from the liquor or cannabis authority or from provincially licenced distributors. The wholesalers, in turn, acquire the cannabis products from federally licenced cultivators and processors.

Financial Instruments & Other Instruments

The Company's financial instruments consist of cash, receivables, accounts payable and accrued liabilities. The fair values of cash, receivables, accounts payable and accrued liabilities approximate their carrying values due to the relatively short-term to maturity.

Off-Balance Sheet Arrangements

The Company has no off-balance sheet arrangements that would potentially affect current or future operations or the financial condition of the Company.

Changes in Accounting Pronouncements Applicable to the Company.

Adoption of new pronouncements

The Company has adopted the following new or amended IFRS standards for the annual period beginning on January 1, 2018.

IFRS 15, Revenue from Contracts with Customers ("IFRS 15")

IFRS 15 specifies how and when revenue should be recognized based on a five-step model, which is applied to all contracts with customers. The Company has applied IFRS 15 retrospectively and determined that there is no change to the comparative periods or transitional adjustments required as a result of the adoption of this standard.

The Company's accounting policy for revenue recognition under IFRS 15 is to follow a five-step model to determine the amount and timing of revenue to be recognized:

1. Identifying the contract with a customer

2. Identifying the performance obligations within the contract

3. Determining the transaction price

4. Allocating the transaction price to the performance obligations

5. Recognizing revenue when/as performance obligation(s) are satisfied.

Revenue from the sale of cannabis to customers is recognized when the Company transfers control of the good to the customer. Control of the product transfers at a point in time either upon

shipment to or receipt by the customer, depending on the contractual terms.

The Company recognizes revenue in an amount that reflects the consideration that the Company expects to receive taking into account any variation that may result from rights of return.

As the Company did not have any revenue in the prior year nor any contracts with customers that would result in a change from IAS 18 accounting policies, no transitional adjustments were required.

IFRS 9, Financial Instruments ("IFRS 9")

IFRS 9 uses a single approach to determine whether a financial asset is measured at amortized cost or fair value, replacing the multiple rules in IAS 39, Financial Instruments: Recognition and Measurement ("IAS 39"). The classification is based on two criteria: the Company's business objectives for managing the assets; and whether the financial instruments' contractual cash flows represent "solely payments of principal and interest" on the principal amount outstanding (the "SPPI test"). Financial assets are required to be reclassified only when the business model under which they are managed has changed. All reclassifications are to be applied prospectively from the reclassification date. Financial liabilities are classified in a similar manner as under IAS 39.

The assessment of the Company's business models for managing its financial assets was made as of the date of initial application of January 1, 2018 or on initial recognition. The assessment of whether contractual cash flows on debt investments meet the SPPI test was made based on the facts and circumstances as at the initial recognition of the financial assets.

Financial assets

Initial recognition

The Company initially recognizes financial assets at fair value on the date that the Company becomes a party to the contractual provisions of the instrument. The Company derecognizes a financial asset when the contractual rights to the cash flows from the asset expire, or it transfers the rights to receive the contractual cash flows on the financial asset in a transaction in which substantially all the risks and rewards of ownership of the financial asset are transferred.

Classification and measurement

Under IFRS 9, financial assets are initially measured at fair value. In the case of a financial asset not categorized as fair value through profit or loss ("FVTPL"), transaction costs are included. Transaction costs of financial assets carried at FVTPL are expensed in net income (loss).

Subsequent classification and measurement of financial assets depends on the Company's business objective for managing the asset and the cash flow characteristics of the asset:

Amortized cost – Financial assets held for collection of contractual cash flows that meet the SPPI test are measured at amortized cost. Interest income is recognized as Other income (expense) in the consolidated financial statements, and gains/losses are recognized in net income (loss) when the asset is derecognized or impaired.

Fair value through other comprehensive income ("FVOCI") – Financial assets held to achieve a particular business objective other than short-term trading are designated at FVOCI. IFRS 9 also provides the ability to make an irrevocable election at initial recognition of a financial asset, on an instrument-by-instrument basis, to designate an equity investment that would otherwise be classified as FVTPL and that is neither held for trading nor contingent consideration arising from a business combination to be classified as FVOCI. There is no recycling of gains or losses through net income (loss). Upon derecognition of the asset, accumulated gains or losses are transferred from Other comprehensive income ("OCI") directly to Deficit.

FVTPL – Financial assets that do not meet the criteria for amortized cost or FVOCI are measured at FVTPL.

Financial liabilities

The Company initially recognizes financial liabilities at fair value on the date at which the Company becomes a party to the contractual provisions of the instrument. The Company derecognizes a financial liability when its contractual obligations are discharged or cancelled or expire. The subsequent measurement of financial liabilities is determined based on their classification as follows:

(i) FVTPL – Derivative financial instruments entered into by the Company that do not meet hedge accounting criteria are classified as FVTPL. Gains or losses on these types of financial liabilities are recognized in net income (loss).

(ii) Amortized cost – All other financial liabilities are classified as amortized cost using the effective interest method. Gains and losses are recognized in net income (loss) when the liabilities are derecognized as well as through the amortization process.

Consistent with IAS 39, all financial liabilities held by the Company under IFRS 9 are initially measured at fair value and subsequently measured at amortized cost.

Impairment

Under IFRS 9, the Company is required to apply an expected credit loss ("ECL") model to all debt financial assets not held at FVTPL, where credit losses that are expected to transpire in futures years are provided for, irrespective of whether a loss event has occurred or not as at the statement of financial position date. For receivables, the Company has applied the simplified approach under IFRS 9 and has calculated ECLs based on lifetime expected credit losses taking into considerations historical credit loss experience and financial factors specific to the debtors and general economic conditions. The Company has assessed the impairment of its receivable using the expected credit loss model, and no material difference was noted.

The adoption of IFRS 9 did not result in any transition adjustments recognized as of January 1, 2018.

New and revised pronouncements issued but not effective.

Standards issued but not yet effective up to the date of issuance of the Company's consolidated financial statements are listed below except those which the Company does not expect any impacts on the consolidated financial statements.

IFRS 16 - Leases

In January 2016, the IASB issued IFRS 16 "Leases", which replaces IAS 17 "Leases". For lessees applying IFRS 16, a single recognition and measurement model for leases would apply, with required recognition of assets and liabilities for most leases. The standard will come into effect for annual periods beginning on or after January 1, 2019, with earlier adoption permitted. The Company is currently evaluating the impact of the standard on its consolidated financial statements; however, the impact is not anticipated to be material the financial statements as the Company owns its current operating facility.

Risks.

Reliance on License

WGBC's ability to continue its business of growth, storage and distribution of Cannabis Products is dependent on maintaining the existing License and adherence to all regulatory requirements related to such License. Failure to comply with the requirements of the License or any failure to maintain the License may have a material adverse impact on WGBC's business, financial condition and results of operations. Although WGBC believes it will meet the requirements for future extensions or renewals of the License, there can be no guarantee that a new License will be granted, extended or renewed as necessary or, if extended or renewed, that the License will be extended or renewed on the same or similar terms. Should Health Canada not extend or renew the License or should it renew the License on different terms, WGBC's business, financial condition and results of operations may be materially adversely affected.

Limited Operating History

WGBC was incorporated in 2013, the business of WGBC began operations in 2017 and started generating revenues from the sale of medical cannabis in 2018. WGBC is subject to all of the business risks and uncertainties associated with any early-stage enterprise, including under-capitalization, cash shortages, limitation with respect to personnel, financial and other resources, and lack of revenues.

WGBC has incurred operating losses in recent periods. Although WGBC achieved profitability for the three months ended in September2019, it may not be able to maintain profitability and may incur significant losses in the future. In addition, WGBC expects to continue to increase operating expenses as it implements initiatives to grow its business. If WGBC's revenues do not increase to offset these expected increases in costs and operating expenses, WGBC will not be profitable. There is no assurance that WGBC will be successful in achieving a return on shareholders'

investments and the likelihood of success must be considered in light of the early stage of operations.

Highly Regulated Industry

The laws, regulations and guidelines generally applicable to the cannabis industry domestically and internationally may change in ways currently unforeseen. WGBC's operations are subject to a variety of laws, regulations and guidelines relating to the manufacture, management, transportation, storage, sale, health and safety and disposal of cannabis, including the Cannabis Act and any similar provincial legislation of any province or territory of Canada regulating the cultivation, production, distribution or sale of cannabis ("Provincial Cannabis Legislation"), any regulations thereunder and applicable stock exchange rules and regulations. Any amendment to or replacement of existing laws may cause adverse effects to WGBC's operations. The risks to WGBC's business represented by subsequent regulatory changes could reduce the addressable market for WGBC's products and could materially and adversely affect WGBC's business, financial condition, results of operations and prospects. To the knowledge of management, other than routine corrections that may be required by Health Canada or a Provincial Cannabis Authority from time to time, WGBC is currently in compliance with all such laws. Achievement of WGBC's business objectives is contingent, in part, upon compliance with regulatory requirements enacted by governmental authorities and, where necessary, obtaining regulatory approvals. The impact of regulatory regimes, any delays in obtaining, or failure to obtain, regulatory approvals required may significantly delay or impact the development of WGBC's business and operations, and could have a material adverse effect on WGBC's business, financial condition, results of operations and prospects. Any potential noncompliance could cause WGBC's business, financial condition, results of operations and prospects to be adversely affected. Further, any amendment to or replacement of the Cannabis Act and/or Provincial Cannabis Legislation and other applicable rules and regulations governing WGBC's business activities may cause adverse effects on WGBC's business, financial conditions and results of operations. The risks to WGBC's business associated with the decision to amend or replace the Cannabis Act and/or Provincial Cannabis Legislation, and subsequent regulatory changes, could reduce the addressable market for WGBC's products and could materially and adversely affect WGBC's business, financial condition, results of operations and prospects.

WGBC will incur ongoing costs and obligations related to regulatory compliance. Failure to comply with applicable laws and regulations could subject WGBC to regulatory or agency proceedings or investigations and may result in enforcement actions thereunder, including orders issued by regulatory or judicial authorities causing operations to cease or be curtailed, and may include damage awards, fines, penalties or corrective measures requiring capital expenditures or remedial actions. Parties may be liable for civil or criminal fines or penalties imposed for violations of applicable laws or regulations. The outcome of any regulatory or agency proceedings, investigations, audits, and other contingencies could harm WGBC's reputation and no assurance can be given that any pending or future regulatory or agency proceedings, investigations and audits will not result in substantial costs or a diversion of management's attention and resources. Amendments to current laws, regulations and permitting requirements, or more stringent application of existing laws or regulations, may have a material adverse impact on WGBC's business, resulting in increased capital expenditures or production costs, reduced levels of cannabis production or abandonment or delays in the development of facilities.

Inspectors routinely assess the Creston Facility against the Cannabis Act and the Provincial Cannabis Legislation and its regulations and provide WGBC with follow up reports noting observed deficiencies. WGBC is continuously reviewing and enhancing its operational procedures and facilities both proactively and in response to routine inspections. WGBC follows all regulatory corrections in response to inspections in a timely manner. If WGBC fails to comply with applicable laws, regulations and guidelines, WGBC may incur additional costs or penalties, or WGBC's operations may be restricted or shut down.

In addition, the introduction of new tax laws, regulations or rules, or changes to, or differing interpretation of, or application of, existing tax laws, regulations or rules in Canada or any of the jurisdictions in which WGBC operates could result in an increase in taxes, or other governmental charges, duties or impositions. No assurance can be given that new tax laws, regulations or rules will not be enacted or that existing tax laws, regulations or rules will not be changed, interpreted or applied in a manner which could result in WGBC's profits being subject to additional taxation or which could otherwise have a material adverse effect. Due to the complexity and nature of WGBC's operations, various legal and tax matters may be outstanding from time to time. If WGBC is unable to resolve any of these matters favorably, it may have a material adverse effect on WGBC.

Product Recalls

Manufacturers and distributors of products are sometimes subject to the recall or return of their products for

a variety of reasons, including product defects, such as contamination, unintended harmful side effects or interactions with other substances, packaging safety and inadequate or inaccurate labeling disclosure. If any of the Cannabis Products are recalled due to an alleged product defect or for any other reason, WGBC could be required to incur the unexpected expense of the recall and any legal proceedings that might arise in connection with the recall. WGBC may lose a significant amount of sales and may not be able to replace those sales at an acceptable margin or at all. In addition, a product recall may require significant management attention. Although WGBC intends to have detailed procedures in place for testing proposed finished products, there can be no assurance that any quality, potency or contamination problems will be detected in time to avoid unforeseen product recalls, regulatory action or lawsuits. Additionally, if one of WGBC's proposed products were subject to recall, the reputation of that product and WGBC could be harmed. A recall for any of the foregoing reasons could lead to decreased demand for products produced by WGBC and could have a material adverse effect on the results of operations and financial condition of WGBC. Additionally, product recalls may lead to increased scrutiny of the operations of WGBC by Health Canada or other regulatory agencies, requiring further management attention and potential legal fees and other expenses.

Foreign Investment in Cannabis Companies

Certain jurisdictions may prohibit or restrict its citizens or residents from investing in or transacting with companies involved in the cannabis industry, even if such companies only conduct business in jurisdictions where cannabis is legal. In the United States, there have been certain instances of US Customs and Border Protection preventing citizens of foreign countries from entering the United States for reasons related to the cannabis industry.

Operations in Foreign Jurisdictions

WGBC may have operations in additional emerging markets in the future. Such operations could expose WGBC to the socioeconomic conditions as well as the laws governing the cannabis industry in such countries. Inherent risks with conducting foreign operations include, but are not limited to: high rates of inflation; extreme fluctuations in currency exchange rates, military repression; war or civil war; social and labor unrest; organized crime; hostage taking; terrorism; violent crime; expropriation and nationalization; renegotiation or nullification of existing Licenses, approvals, permits and contracts; changes in taxation policies; restrictions on foreign exchange and repatriation; and changing political norms, banking and currency controls and governmental regulations that favor or require us to award contracts in, employ citizens of, or purchase supplies from, the jurisdiction.

Governments in certain foreign jurisdictions intervene in their economies, sometimes frequently, and occasionally make significant changes in policies and regulations. Changes, if any, in the cannabis industry or investment policies or shifts in political attitude in the countries in which WGBC may operate may adversely affect its operations or profitability. Operations may be affected in varying degrees by government regulations with respect to, but not limited to, restrictions on production, price controls, export controls, currency remittance, importation of product and supplies, income and other taxes, royalties, the repatriation of profits, expropriation of property, foreign investment, maintenance of concessions, licenses, approvals and permits, environmental matters, land use, land claims of local people, water use and workplace safety. Failure to comply strictly with applicable laws, regulations and local practices could result in loss, reduction or expropriation of licenses, or the imposition of additional local or foreign parties as joint venture partners with carried or other interests.

WGBC continues to monitor developments and policies in the emerging markets; however, such developments cannot be accurately predicted and could have an adverse effect on WGBC's ability to operate in emerging markets.

Operating Risk and Insurance Coverage

WGBC has insurance to protect its assets, operations and employees. Such insurance is subject to coverage limits and exclusions and may not be available for the risks and hazards to which WGBC is exposed.

Growth Targets

WGBC's ability to continue the cultivation of cannabis products at the same pace as it is currently producing or at all, and WGBC's ability to continue to increase both WGBC's cultivation capacity and WGBC's production, may be affected by a number of factors, including plant design errors, non-performance by third party contractors, increases in materials or labor costs, construction performance falling below expected levels of output or efficiency, environmental pollution, contractor or operator errors, breakdowns, aging or

failure of equipment or processes, labor disputes, as well as factors specifically related to indoor agricultural and processing practices, such as reliance on provision of energy and utilities of the facility, and potential impacts of major incidents or catastrophic events on the facility, such as fires, explosions, earthquakes or storms.

Additional Funding Requirements

WGBC's cash flow from its future cannabis operations may not be sufficient to fund its ongoing activities at all times. From time to time, WGBC may require additional financing in order to carry out its cannabis cultivation operations. Failure to obtain such financing on a timely basis could cause WGBC to miss certain acquisition opportunities and reduce or terminate its operations. If WGBC's cash flow from operations and current cash balance is not sufficient to satisfy its capital expenditure requirements, there can be no assurance that additional debt or equity financing will be available to meet these requirements or available on favorable terms.

Restrictions on Sales and Marketing

The cannabis industry is in its early development stage and restrictions on sales and marketing activities imposed by Health Canada, various associations, other governmental or quasi-governmental bodies or voluntary industry associations may adversely affect WGBC's ability to conduct sales and marketing activities and could have a material adverse effect on WGBC's business, financial condition, results of operations and prospects.

Legislative or Regulatory Reform and Compliance

The commercial Cannabis industry is a new industry, and we anticipate that such regulations will be subject to change as the Canadian federal government and provincial governments monitor licensees in action. WGBC's operations are subject to a variety of laws, regulations, guidelines and policies, in Canada, relating to the cultivation, manufacture, import, export, management, packaging/labelling, advertising and promotion, sale, transportation, storage and disposal of Cannabis but also including laws and regulations relating to drugs, controlled substances, health and safety, the conduct of operations and the protection of the environment. While to the knowledge of management, WGBC is currently in compliance with all such laws, any changes to such laws, regulations, guidelines and policies due to matters beyond WGBC's control may cause adverse effects to WGBC's operations.

Environmental Regulations and Risks

WGBC's operations are subject to environmental regulation in British Columbia specifically and across Canada generally. These regulations mandate, among other things, the maintenance of air and water quality standards and land reclamation. They also set forth limitations on the generation, transportation, storage and disposal of solid and hazardous waste. Environmental legislation is evolving in a manner which will require stricter standards and enforcement, increased fines and penalties for non-compliance, more stringent environmental assessments of proposed projects and a heightened degree of responsibility for companies and their officers, directors and employees. There is no assurance that future changes in environmental regulation, if any, will not adversely affect WGBC's operations.

Government approvals and permits are currently, and may in the future be required in connection with WGBC's operations. To the extent such approvals are required and not obtained, WGBC may be curtailed or prohibited from proceeding with the development of its operations as currently proposed.

Failure to comply with applicable laws, regulations and permitting requirements may result in enforcement actions thereunder, including orders issued by regulatory or judicial authorities causing operations to cease or be curtailed, and may include corrective measures requiring capital expenditures, installation of additional equipment, or remedial actions. WGBC may be required to compensate those suffering loss or damage by reason of its operations and may have civil or criminal fines or penalties imposed for violations of applicable laws or regulations.

Risks Inherent in an Agriculturally Dependent Business

WGBC's business revolves mainly around the growth of cannabis, an agricultural product. Such business will be subject to the risks inherent in the agricultural business, such as insects, plant diseases and similar agricultural risks. Although WGBC expects to grow its product in a climate controlled, monitored, indoor location, there can be no assurance that natural elements will not have a material adverse effect on any such future production.

Third Party Transportation

In order for WGBC to distribute its products, WGBC must depend on third party transportation services. This can cause logistical problems with and delays in WGBC ship its orders and cannot be directly controlled by WGBC. Any delay by third party transportation services may adversely affect WGBC's financial performance.

Moreover, security of the product during transportation to and from locations to which WGBC delivers retail products is critical due to the nature of the product. A breach of security during transport could have material adverse effects on WGBC's business, financials and prospects. Any such breach, could impact WGBC's ability to continue operating under its License or the prospect of renewing its License.

Unfavorable Publicity or Consumer Perception

WGBC believes the cannabis industry is highly dependent upon consumer perception regarding the safety, efficacy and quality of cannabis and related products distributed to such consumers. Consumer perception of WGBC's products can be significantly influenced by scientific research or findings, regulatory investigations, litigation, media attention and other publicity regarding the consumption of Cannabis Products. There can be no assurance that future scientific research, findings, regulatory proceedings, litigation, media attention or other research findings or publicity will be favorable to the cannabis market or any particular product, or consistent with earlier publicity. Future research reports, findings, regulatory proceedings, litigation, media attention or other publicity that are perceived as less favorable than, or that question, earlier research reports, findings or publicity could have a material adverse effect on the demand for WGBC's products and the business, results of operations, financial condition and cash flows of WGBC. WGBC's dependence upon consumer perceptions means that adverse scientific research reports, findings, regulatory proceedings, litigation, media attention or other publicity, whether or not accurate or with merit, could have a material adverse effect on WGBC, the demand for WGBC's products, and the business, results of operations, financial condition and cash flows of WGBC.

Further, adverse publicity reports or other media attention regarding the safety, efficacy and quality of cannabis and related products in general, or the Cannabis Products specifically, or associating the consumption of cannabis or related products with illness or other negative effects or events, could have such a material adverse effect. Such adverse publicity reports or other media attention could arise even if the adverse effects associated with such products resulted from consumers' failure to consume such products appropriately or as directed. The increased usage of social media and other web-based tools used to generate, publish and discuss user-generated content and to connect with other users has made it increasingly easier for individuals and groups to communicate and share opinions and views in regard to WGBC and its activities, whether true or not. Although WGBC believes that it operates in a manner that is respectful to all stakeholders and that it takes care in protecting its image and reputation, it does not ultimately have direct control over how it is perceived by others. Reputational loss may result in decreased investor confidence, increased challenges in developing and maintaining community relations and an impediment to WGBC's overall ability to advance its projects, thereby having a material adverse impact on its financial performance, financial condition, cash flows and growth prospects.

Reputational Risk to Third Parties

The parties outside of the cannabis industry with which WGBC does business may perceive that they are exposed to reputational risk as a result of WGBC's cannabis business activities. Failure to establish or maintain business relationships could have a material adverse effect on WGBC.

Competition in the Cannabis Industry

The cannabis industry is highly competitive. WGBC competes for capital, acquisitions, leased property, skilled personnel, access to equipment, access to facilities and in many other respects with a substantial number of other organizations, many of which may have greater technical and financial resources than WGBC. Some of these organizations not only produce cannabis products but also carry on operations and market cannabis and other products on a worldwide basis. As a result of these complementary activities, some of the competitors of WGBC may have greater and more diverse competitive resources to draw on than WGBC.

Expansion of the Creston Facility

The construction on the Creston Facility is subject to various potential problems and uncertainties, and may be delayed or adversely affected by a number of factors beyond the control of WGBC, including the failure

to obtain regulatory approvals, permits, delays in the delivery or installation of equipment by suppliers, difficulties in integrating new equipment with existing facilities, shortages in materials or labor, defects in design or construction, diversion of management resources, or insufficient funding or other resource constraints. Moreover, actual costs for construction may exceed budget. As a result of construction delays, cost overruns, changes in market circumstances or other factors, WGBC may not be able to achieve the intended economic benefits from the improvement of the Creston Facility, which in turn may materially and adversely affect WGBC's business, prospects, financial condition and results of operations.

Increased Costs of Capital

The business and operating results of WGBC could be harmed by factors such as the availability, terms and cost of capital, increases in interest rates or a reduction in credit rating. Changes in any one or more of these factors could cause the cost of doing business to increase, limit access to capital, limit WGBC's ability to pursue acquisition opportunities, reduce cash flows and place WGBC at a competitive disadvantage. Recent and continuing disruptions and volatility in the global financial markets may lead to an increase in interest rates or a contraction in credit availability impacting the ability of WGBC to finance operations. A significant reduction in the availability of credit could materially and adversely affect the ability of WGBC to achieve its planned operating results.

Ability to Attract and Retain Experienced Technical Personnel

WGBC Shareholders are entirely dependent on the management of WGBC with respect to the acquisition of certain assets, the development and acquisition of additional assets and the management and administration of all matters relating to WGBC's leased properties. The loss of the services of key individuals who currently comprise the management team could have a detrimental effect on WGBC.

Potential Litigation

From time to time, WGBC may be the subject of litigation. Claims under such litigation may be material. The types of claims WGBC may face include, without limitation, claims for breach of contract, environmental damage, negligence, product liability, tax, patent infringement and employment matters. The outcome of any such litigation is not certain, but may materially impact WGBC's financial condition or results of operations. WGBC may also be subject to adverse publicity related to such claims, regardless whether WGBC is ultimately found responsible. In addition, WGBC may be required to incur significant expenses or devote significant resources defending any such litigation.

Potential Conflicts of Interest for Directors and Officers of WGBC

There are potential conflicts of interest to which some of the directors and officers of WGBC will be subject in connection with the operations of WGBC. Some of the directors and officers are engaged and will continue to be engaged in the cannabis industry on their own behalf and on behalf of other WGBCs, and situations may arise where the directors and officers will be in direct competition with WGBC. Conflicts of interest, if any, which arise will be subject to and be governed by procedures prescribed by the BCBCA which require a director or officer of a WGBC who is a party to or is a director or an officer of or has a material interest in any person who is a party to a material contract or proposed material contract with WGBC, to disclose his interest and to refrain from voting on any matter in respect of such contract unless otherwise permitted under the BCBCA.

Other MD&A Requirements.

Outstanding Share Data.

Common Shares

WGBC is authorized to issue:

- an unlimited number of Class "A" Voting Common Participating shares without par value ("Class A Shares");
- an unlimited number of Class "B" Voting Common Participating shares without par value ("Class B Shares");
- an unlimited number of Class "C" Voting Common Non-Participating shares without par value ("Class C Shares");

- an unlimited number of Class “D” Voting Common Participating shares without par value (“Class D Shares”);
- an unlimited number of Class “E” Voting Common Participating shares without par value (“Class E Shares”);
- an unlimited number of Class “F” Voting Common Participating shares without par value (“Class F Shares”);
- an unlimited number of Class “G” Voting Common Participating shares without par value (“Class G Shares”);
- an unlimited number of Class “H” Non-Voting Common Participating shares without par value (“Class H Shares”);
- an unlimited number of Class “I” Non-Voting Common Participating shares without par value (“Class I Shares”);
- an unlimited number of Class “J” Non-Voting Common Participating shares without par value (“Class J Shares”); and
- an unlimited number of Class “K” Non-Voting Common Participating shares without par value (“Class K Shares”).

(collectively, the “Common Shares”).

As of November 19, 2019, WGBC has 12,600,000 Class A Shares, 8,250,000 Class B Shares, 14,250,000 Class H Shares, 4,875,000 Class I Shares, 2,250,000 Class J Shares and 15,125,003 Class K Shares issued and outstanding.

Preferred Shares

WGBC is authorized to issue:

- an unlimited number of Class “L” Non-Voting Preferred Redeemable/Retractable shares with a par of $0.01 per share (“Class L Shares”) ;
- an unlimited number of Class “M” Non-Voting Preferred Redeemable/Retractable shares with a par value of $100.00 per share (“Class M Shares”);
- an unlimited number of Class “N” Non-Voting Preferred Redeemable/Retractable shares with a par value of $100 .00 per share (“Class N Shares”); and
- an unlimited number of Class “O” Non-Voting Preferred Redeemable/Retractable shares with a par value of $0.01 per share (“Class OShares”)

(collectively, the “Preferred Shares”).

As of the date November 19, 2019 WGBC has no Preferred Shares outstanding.

Rights of Redemption

The Class L Shares and the Class M Shares may only be issued as consideration for the acquisition of property by WGBC in circumstances where the transferor of such property and WGBC have agreed to effect the transfer of such property pursuant to the provisions of the Tax Act. The redemption amount in respect of the Class L Shares and the Class M Shares shall be determined by the WGBC Board and shall be the amount by which the aggregate fair market value of all the property acquired by WGBC in the transaction exceeds the aggregate fair market value of all of the consideration ,other than any shares in WGBC or a right to receive such shares, paid by WGBC to the transferor of such property, subject to adjustment as set out in the articles of WGBC.

The redemption amount of the Class N Shares shall be $100.00 per Class N Share issued and the redemption amount of the Class O shares shall be $1.00 per Class O Share issued, any of which may be redeemed by WGBC on payment for each share to be redeemed of the redemption amount, together with any dividends declared and unpaid, provided that written notice of such redemption is given no less than fourteen days in advance.

Rights of Retraction

Any holder of Preferred Shares is entitled to require WGBC to redeem any or all of the Preferred Shares held by such holder, provided that written notice of such redemption is given to WGBC at its registered office, accompanied by properly endorsed certificates for those shares tendered for redemption. Upon receipt of such notice and such certificates, WGBC shall pay to such holder within 30 days an amount equal to the redemption amount on the shares tendered together will all dividends declared thereon and unpaid.

Payment of Dividends

In each year and at the discretion of the WGBC Board, the WGBC Board may pay dividends to the holders of any one or more classes of shares of WGBC to the exclusion of the holders of any other class of shares of WGBC, but is specifically prohibited from declaring dividends on any class of shares of WGBC to the extent that such dividends declared would impair WGBC's ability to redeem any of the issued and outstanding redeemable classes of shares for their full outstanding redemption amount plus any declared but unpaid dividends thereon.

WGBC Options

As of November 19, 2019 WGBC has 5,003,750 options to purchase WGBC Shares ("Options") outstanding with weighted average exercise prices ranging from $0.40 to $2.00 per common share.

We Grow B.C. Ltd.

Consolidated Financial Statements
For the year ended December 31, 2018

[expressed in Canadian Dollars]

Independent Auditor's Report

To the Shareholders of We Grow B.C. Ltd.:

Opinion

We have audited the consolidated financial statements of We Grow B.C. Ltd. and its subsidiaries ("the Company"), which comprise the consolidated statement of financial position as at December 31, 2018, and the consolidated statements of loss and comprehensive loss, shareholders' equity and cash flows for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the consolidated financial position of the Company as at December 31, 2018, and its consolidated financial performance and its consolidated cash flows for the year then ended in accordance with International Financial Reporting Standards.

Basis for Opinion

We conducted our audit in accordance with Canadian Generally Accepted Auditing Standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are independent of the Company in accordance with the ethical requirements that are relevant to our audit of the consolidated financial statements in Canada, and we have fulfilled our other ethical responsibilities in accordance with these requirements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Material Uncertainty Related to Going Concern

We draw attention to Note 2 in the consolidated financial statements, which indicates that the Company incurred a net loss of $2,690,866 during the year ended December 31, 2018 and, as of that date, had an accumulated deficit of $3,950,680. As stated in Note 2, these events or conditions, along with other matters as set forth in Note 2, indicate that a material uncertainty exists that may cast significant doubt on the Company's ability to continue as a going concern. Our opinion is not modified in respect of this matter.

Emphasis of Matter – Restated Comparative Information

We draw attention to Notes 3 and 20 of the consolidated financial statements, which describe and explain the restatement of the certain comparative information presented for the year ended December 31, 2017. Our opinion is not modified in respect of this matter.

Other Information

Management is responsible for the other information. The other information comprises Management's Discussion and Analysis.

Our opinion on the consolidated financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the consolidated financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the consolidated financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated. We obtained Management's Discussion and Analysis prior to the date of this auditor's report. If, based on the work we have performed on this other information, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of Management and Those Charged with Governance for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with International Financial Reporting Standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the Company's financial reporting process.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with Canadian Generally Accepted Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with Canadian Generally Accepted Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Vancouver, British Columbia
November 14, 2019

MNP LLP

Chartered Professional
Accountants

We Grow B.C. Ltd.
Consolidated Statement of Financial Position
As at December 31, 2018
[expressed in Canadian dollars]

		2018		2017 (Restated - see Note 20)
ASSETS				
Current assets:				
Cash	$	635,893	$	33,413
Accounts receivable		248,319		228,450
Prepaid expenses and deposits		294,541		54,270
Biological assets (Note 7)		864,356		465,523
Inventory (Note 8)		1,627,240		-
		3,670,349		**781,656**
Property, plant and equipment (Note 9)		7,445,766		6,957,494
Total assets	**$**	**11,116,115**	**$**	**7,739,150**
LIABILITIES AND SHAREHOLDERS' EQUITY				
Current liabilities:				
Trade and other payables	$	386,091	$	116,423
Due to related parties (Note 12)		45,762		129,753
Deferred consideration payable (Note 6)		-		1,750,000
Total liabilities		**431,853**		**1,996,176**
SHAREHOLDERS' EQUITY				
Share capital (Note 10)		12,178,635		4,880,126
Contributed surplus		2,456,307		2,122,662
Deficit		(3,950,680)		(1,259,814)
Total shareholders' equity		**10,684,262**		**5,742,974**
Total liabilities and shareholders' equity	**$**	**11,116,115**	**$**	**7,739,150**

Going concern (Note 2)

Subsequent events (Note 19)

Approved by the Board of Directors on November 14, 2019

"Long Trinh"

Director

The accompanying notes are an integral part of these consolidated financial statements.

We Grow B.C. Ltd.
Consolidated Statement of Loss and Comprehensive Loss
Year ended December 31, 2018
[expressed in Canadian dollars]

	2018	2017 (Restated - see Note 20)
Wholesale revenue	$ 157,164	$ -
Excise duty	(18,648)	
Net revenue	**138,516**	-
Production Costs	2,228,043	52,189
	(2,089,527)	(52,189)
Changes in fair value of inventory sold (Note 8)	(410,545)	-
Unrealized gain from biological asset	2,190,238	465,523
	(309,833)	**413,334**
Consulting fees	355,019	441,336
General and administrative (Note 13)	482,303	317,913
Professional fees	231,259	57,780
Marketing	127,891	-
Information technology	110,641	-
Loss on sale of equipment	-	51,558
Foreign exchange	-	3,506
Salaries	142,085	-
Share based compensation (Note 11)	896,887	372,662
Depreciation	61,233	71,170
Expenses	**(2,407,318)**	**(1,315,925)**
Loss from Operations	**(2,717,151)**	**(902,591)**
Other income	26,286	-
Net loss and comprehensive loss	**$ (2,690,866)**	**$ (902,591)**
Basic and dilutive loss per share	$ (0.06)	$ (0.03)
Basic weighted average shares outstanding (Note 14)	44,006,678	35,025,000

The accompanying notes are an integral part of these consolidated financial statements.

We Grow B.C. Ltd.
Consolidated Statement of Shareholders Equity
Year ended December 31, 2018
[expressed in Canadian dollars]

	Number of Shares	Share capital	Contributed surplus	Deficit	Total
		$	$	$	$
Balance, December 31, 2016	**32,737,500**	**805,026**	**1,750,000**	**(357,223)**	**2,197,803**
Share capital issued (Note 10)	4,762,500	4,075,100	-	-	4,075,100
Share based compensation (Note 11)	-	-	372,662	-	372,662
Net loss and comprehensive loss (As restated, Note 20)	-	-	-	(902,591)	(902,591)
Balance, December 31, 2017 (As restated, Note 20)	**37,500,000**	**4,880,126**	**2,122,662**	**(1,259,814)**	**5,742,974**
Shares issued due to private placement (Note 10)	1,987,500	3,612,000	-	-	3,612,000
Shares issued due to options exercised (Note 10)	1,950,000	1,476,306	(696,306)		780,000
Shares issued due to debenture conversion (Note 10)	637,500	544,800			544,800
Share based compensation (Note 11)	-	-	896,887	-	896,887
Share exchange for reorganization (Note 6)	15,125,003	1,688,510	133,064	-	1,821,574
Net loss and comprehensive loss	-	-	-	(2,690,866)	(2,690,866)
Share issuance cost		(23,107)			(23,107)
Balance, December 31, 2018	**57,200,003**	**12,178,635**	**2,456,307**	**(3,950,680)**	**10,684,262**

The accompanying notes are an integral part of these consolidated financial statements.

We Grow B.C. Ltd.
Consolidated Statement of Cash Flows
Year ended December 31, 2018
[expressed in Canadian dollars]

	2018	2017 (Restated - see Note 20)
OPERATING ACTIVITIES		
Net loss	$ (2,690,866)	$ (902,591)
Non-cash items:		
Change in fair value of inventory sold	410,545	-
Unrealized gain from biological asset	(2,190,238)	(434,292)
Share based compensation	896,887	372,662
Depreciation	632,871	92,129
Loss on sale of equipment	-	51,558
Settlement of accounts payable with private placement share purchase	16,666	-
Changes in non-cash working capital items:		
Accounts Receivable	(19,869)	(217,591)
Inventory	(203,892)	(31,231)
Prepaid expenses	(240,271)	67,725
Trade and other payables	269,668	77,079
Cash flow used by operating activities	**(3,118,499)**	**(924,552)**
INVESTING ACTIVITIES		
Property, plant and equipment additions	(1,163,630)	(3,267,337)
Cash flow used by investing activities	**(1,163,630)**	**(3,267,337)**
FINANCING ACTIVITIES		
Share capital issued, net of share issuance costs	4,968,600	4,075,100
Due from related parties	(83,991)	129,753
Cash flow provided by financing activities	**4,884,609**	**4,204,853**
INCREASE IN CASH	**602,480**	**12,964**
Cash, beginning of the year	33,413	20,449
Cash, end of the year	**$ 635,893**	**$ 33,413**

The accompanying notes are an integral part of these consolidated financial statements.

1. DESCRIPTION OF BUSINESS

We Grow B.C. Ltd. ["We Grow" or the "Company"] was incorporated on November 12, 2013 under the provisions of the British Columbia Business Corporations Act. During the year ended December 31, 2018, the Company received a license in accordance with the Cannabis Act and Cannabis Regulations to cultivate and process for the purposes of selling both recreational and medical cannabis.

The Company's head office is located at 896 Reclamation Road, Creston, British Columbia, V0B 1G7, Canada.

2. BASIS OF PRESENTATION

Statement of compliance

These consolidated financial statements have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board ("IASB").

The consolidated financial statements were approved and authorized for issuance by the Board of Directors November 14, 2019.

Basis of measurement

These consolidated financial statements have been prepared on the going concern basis, under the historical cost convention, except for biological assets that are measured at fair value.

Going concern

These consolidated financial statements have been prepared on the basis of accounting principles applicable to a going concern, which assumes that the Company will continue in operation for the foreseeable future and will be able to realize its assets and discharge its liabilities in the normal course of business. There are conditions and events, which constitute material uncertainties that may cast significant doubt on the validity of this assumption.

the Company has incurred losses since its inception and has an accumulated deficit of $3,950,680 as at December 31, 2018 and $1,259,814 as at December 31, 2017 that has been funded primarily by issuance of equity and advances from related parties. The Company incurred losses of $2,690,866 and $902,591 for the years ended December 31, 2018 and 2017, respectively. There is a material uncertainty related to these conditions that casts significant doubt about the Company 's ability to continue as a going concern and therefore it may be unable to realize its assets and discharge its liabilities in the normal course of business. the Company 's ability to continue as a going concern depends upon its ability to raise adequate financing and to generate profitable operations in the future. In order to continue as a going concern and meet its corporate objectives, the Company will require additional financing through debt or equity issuances or other available means. There is no assurance that the Company will be able to obtain adequate financing in the future or that such financing will be on terms advantageous to the Company.

These consolidated financial statements do not include any adjustments relating to the recoverability of assets and classification of assets and liabilities that might be necessary should the Company be unable to continue as a going concern. For subsequent events, see Note 19.

Basis of consolidation

These consolidated financial statements include the accounts of We Grow and its wholly owned subsidiaries, 107582 BC Ltd. (which became a subsidiary on October 1, 2018) and R. Spetifore & Sons Ltd. ("S&S") (together "the Company"). All intercompany transactions and balances have been eliminated upon consolidation. Subsidiaries are entities controlled by the Company. The Company controls an entity when it is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power over the entity. Subsidiaries are fully consolidated from the date on which control is obtained by the Company and are subsequently deconsolidated from the consolidated financial statements on the date that control ceases. The accounting policies of the subsidiaries are consistent with the policies adopted by the Company.

Functional and presentation currency

These consolidated financial statements are presented in Canadian dollars, which is the functional currency of We Grow and its subsidiaries.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies set out below have been applied consistently to all periods presented in these consolidated financial statements.

Cash

Cash consists of amounts held in current bank accounts.

Foreign currency translation

Foreign currency denominated assets and liabilities are translated at the exchange rate prevailing at the date of the statement of financial position for monetary items. Non-monetary assets and liabilities are translated at the rates prevailing at the transaction date. Revenues and expenses are translated using exchange rates prevailing at the dates of the transaction. Any exchange gain or loss that arises on translation is included in the consolidated statement of loss and comprehensive loss

Property, plant and equipment

Property, plant and equipment are stated at acquisition at cost less accumulated depreciation and accumulated impairment losses, if any. Repair and maintenance costs are recognized in profit or loss as incurred.

Depreciation expense is recognized in the consolidated statement of net loss and comprehensive loss over the estimated useful lives of property, plant and equipment and is calculated using the depreciable amount, which is the cost of an asset less its residual value. All assets are depreciated using the straight-line method. Depreciation is calculated based on the cost of an asset less its residual value and is recognized over the anticipated useful life of the asset as follows:

Asset class	Depreciation term
Buildings	25 years
Machinery and equipment	5 years
Computer equipment/software	3 years
Office equipment	5 years

The assets' residual values, useful lives and methods of depreciation are reviewed at each financial year-end and adjusted prospectively, if there is a change in the estimated useful life of plant and equipment.

Depreciation of an asset begins when it is available for use, i.e. when it is in the location and condition necessary for it to be capable of operating in the manner intended by management.

Gains or losses arising from the derecognition of an item of property, plant and equipment are measured as the difference between the net disposal proceeds and the carrying amount of the asset and are recognized in the consolidated statement of loss and comprehensive loss when the asset is derecognized.

The Company derecognizes financial assets only when the contractual rights to cash flows from the financial assets expire, or when it transfers the financial assets and substantially all of the associated risks and rewards of ownership to another entity. Gains and losses on derecognition are generally recognized in the consolidated statement of loss and comprehensive loss. All financial assets except those measured at fair value through profit or loss are subject to review for impairment annually and written down when there is evidence of impairment based on certain specific criteria as detailed further on.

The Company derecognizes financial liabilities only when its obligations are discharged cancelled or they expire. The difference between the carrying value of the financial liability derecognized and the consideration paid and payable is recognized in profit or loss.

Fair value measurement

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date under current market conditions. The fair value measurement is based on the presumption that the transaction to sell the asset or transfer the liability takes place either:

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(continued from previous page)*

- In the principal market for the asset or liability; or,
- In the absence of a principal market, in the most advantageous market for the asset or liability.

The principal or most advantageous market must be accessible by the Company.

The fair value of an asset or liability is measured using the assumptions that market participants would use when pricing the asset or liability assuming that market participants act in their economic best interests. A fair value measurement of a non-financial asset takes into account a market participant's ability to generate economic benefits by using the asset in its highest and best use or by selling it to another market participant that would use the asset in its highest and best use.

The Company uses valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximizing the use of relevant observable inputs and minimizing the use of unobservable inputs.

All assets and liabilities for which fair value is measured or disclosed in the consolidated financial statements are categorized within the fair value hierarchy, described as follows, based on the lowest level input that is significant to the fair value measurement as a whole:

- Level 1 – Quoted (unadjusted) market prices in active markets for identical assets or liabilities
- Level 2 – Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable
- Level 3 – Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable

For the purpose of fair value disclosures, the Company has determined classes of assets and liabilities on the basis of the nature, characteristics and risks of the asset or liability and the level of the fair value hierarchy as explained above.

An impairment loss in respect of a financial asset measured at amortized cost is calculated as the difference between the carrying value and the present value of the estimated future cash flows discounted at the asset's original effective interest rate. Losses are recognized in profit or loss and reflected in an allowance against receivables.

Biological assets

The Company 's biological assets consist of cannabis plants which are not yet harvested. These biological assets are measured at fair value less costs to sell and costs to complete. At the point of harvest, the biological assets are transferred to inventory at fair value less costs to sell and costs to complete. All direct and indirect costs of biological assets are expensed to production costs on the consolidated statement of loss and comprehensive loss in the period the costs are incurred. Unrealized fair value gains or losses arising from changes in fair value less cost to sell are included in the results of operations of the related period.

During the year ended December 31, 2018, the Company changed its accounting policy to expense all the direct and indirect costs of biological assets, as opposed to the prior accounting policy of capitalizing these costs. As a result, the production costs and unrealized gain from biological asset for the year-ended December 31, 2017 were understated by $31,230. The Company believes that the revised policy provides reliable and more relevant information to users of financial statements.

The following tables summarize the effects of the adjustments described above.

Line item on the consolidated statements of loss and comprehensive loss:

	2017	Increase/ (Decrease)	2017 Restated
Production costs	$ -	$ 31,230	$ 31,230
Unrealized gain from biological asset	$ 434,292	$ 31,230	$ 465,523

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(continued from previous page)*

Inventory

Inventory of harvested bulk cannabis and finished goods are valued at the lower of cost and net realizable value. Inventories of harvested cannabis are transferred from biological assets at their fair value at harvest, which becomes the initial deemed cost. All subsequent direct and indirect post-harvest costs are capitalized to inventory as incurred, including labour related costs, consumables, packaging supplies, facilities costs including an allocation of overhead costs related to production facility, quality and testing costs, and related depreciation. Net realizable value is determined as the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale. Supplies and consumables are valued at the lower of costs and net realizable value, with cost determined based on an average cost basis.

Share-based compensation

The Company grants stock options to buy common shares of the Company through its stock option plan as described in Note 11. The Company accounts for share-based payments using the fair value method. Share-based payments to employees are measured at the fair value of the instruments issued and amortized over the vesting periods. Share-based payments to nonemployees are measured at the fair value of goods or services received or the fair value of the equity instruments issued, if it is determined the fair value of the goods or services cannot be reliably measured, and are recorded at the date the goods or services are received. The corresponding amount is recorded to reserves. The fair value of options is determined using the Black–Scholes Option Pricing Model which incorporates all market vesting conditions. The number of shares and options expected to vest is reviewed and adjusted at the end of each reporting period such that the amount recognized for services received as consideration for the equity instruments granted shall be based on the number of equity instruments that eventually vest. The Company grants stock options that are subject to various vesting terms.

Loss per share

The Company calculates basic loss per share using the weighted average number of common shares outstanding during the year. Diluted loss per share is the same as basic loss per share, as the issuance of shares on the exercise of stock options and share purchase warrants is anti-dilutive.

Income taxes

Income tax expense comprises current and deferred tax. Current tax and deferred tax are recognized in profit or loss except to the extent that it relates to a business combination, or items recognized directly in equity or in other comprehensive income.

Current tax is the expected tax payable or receivable on the taxable income or loss for the year, using tax rates enacted or substantively enacted at the reporting date, and any adjustment to tax payable in respect of previous years.

Deferred tax is recognized in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. Deferred tax is not recognized for the following temporary differences: the initial recognition of assets or liabilities in a transaction that is not a business combination and that affects neither accounting nor taxable profit or loss, and differences relating to investments in subsidiaries and jointly controlled entities to the extent that it is probable that they will not reverse in the foreseeable future. In addition, deferred tax is not recognized for taxable temporary differences arising on the initial recognition of goodwill. Deferred tax is measured at the tax rates that are expected to be applied to temporary differences when the related asset is realized or liability is settled, based on the laws that have been enacted or substantively enacted by the reporting date.

Deferred tax assets and liabilities are offset if there is a legally enforceable right to offset current tax liabilities and assets, and they relate to income taxes levied by the same tax authority on the same taxable entity, or on different tax entities, but they intend to settle current tax liabilities and assets on a net basis or their tax assets and liabilities will be realized simultaneously.

A deferred tax asset is recognized for unused tax losses, tax credits and deductible temporary differences, to the extent that it is probable that future taxable profits will be available against which they can be utilized. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realized.

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(continued from previous page)*

Related party transactions

Parties are considered to be related if one party has the ability, directly or indirectly, to control the other party or exercise significant influence over the other party in making financial and operating decisions. Parties are also considered to be related if they are subject to common control, related parties may be individuals or corporate entities. A transaction is considered to be a related party transaction when there is a transfer of resources or obligations between related parties.

Business combinations and asset acquisition

A business combination is a transaction or event in which an acquirer obtains control of one or more businesses and is accounted for using the acquisition method. The total consideration paid for the acquisition is the aggregate of the fair values of assets acquired, liabilities assumed, and equity instruments issued in exchange for control of the acquiree at the acquisition date. The acquisition date is the date when the Company obtains control of the acquiree. The identifiable assets acquired and liabilities assumed are recognized at their acquisition date fair values, except for deferred taxes and share-based payment awards where IFRS provides exceptions to recording the amounts at fair value. Goodwill represents the difference between total consideration paid and the fair value of the net-identifiable assets acquired. Acquisition costs incurred are expensed to profit or loss.

Contingent consideration is measured at its acquisition date fair value and is included as part of the consideration transferred in a business combination, subject to the applicable terms and conditions. Contingent consideration that is classified as equity is not remeasured at subsequent reporting dates and its subsequent settlement is accounted for within equity. Contingent consideration that is classified as an asset or a liability is remeasured at subsequent reporting dates in accordance with IFRS 9 Financial Instruments with the corresponding gain or loss recognized in profit or loss.

Based on the facts and circumstances that existed at the acquisition date, management will perform a valuation analysis to allocate the purchase price based on the fair values of the identifiable assets acquired and liabilities assumed on the acquisition date. Management has one year from the acquisition date to confirm and finalize the facts and circumstances that support the finalized fair value analysis and related purchase price allocation. Until such time, these values are provisionally reported and are subject to change. Changes to fair values and allocations are retrospectively adjusted in subsequent periods.

In determining the fair value of all identifiable assets acquired and liabilities assumed, the most significant estimates generally relate to contingent consideration and intangible assets. Management exercises judgment in estimating the probability and timing of when earn-outs are expected to be achieved, which is used as the basis for estimating fair value. Identified intangible assets are fair valued using appropriate valuation techniques which are generally based on a forecast of the total expected future net cash flows of the acquiree. Valuations are highly dependent on the inputs used and assumptions made by management regarding the future performance of these assets and any changes in the discount rate applied.

Acquisitions that do not meet the definition of a business combination are accounted for as asset acquisitions. Consideration paid for an asset acquisition is allocated to the individual identifiable assets acquired and liabilities assumed based on their relative fair values. Asset acquisitions do not give rise to goodwill.

4. CRITICAL ACCOUNTING ESTIMATES AND JUDGMENTS

The preparation of the consolidated financial statements in conformity with IFRS requires management to make judgments in applying its accounting policies and estimates and assumptions about the future. These judgments, estimates, and assumptions affect the reported amounts of assets and liabilities at the reporting date and reported amounts of revenues and expenses during the reporting period. Estimates and judgments are continuously evaluated and are based on management's experience and other factors, including expectations of future events that are believed to be reasonable under the circumstance. Actual results may differ from these estimates under different assumptions or conditions. The following discusses the most significant accounting judgments, estimates and assumptions that the Company has made in the preparation of its consolidated financial statements.

Areas of judgment:

(i) Going concern

Significant judgements were made by the Company in respect of determination of the Company's ability to continue as a going concern (Note 1).

4. CRITICAL ACCOUNTING ESTIMATES AND JUDGMENTS *(continued from previous page)*

(ii) Business combinations and Asset acquisition

Judgment is used in determining whether an acquisition is a business combination or an asset acquisition. Acquisitions that do not meet the definition of a business combination are accounted for as assets acquisition. Consideration paid for an asset acquisition is allocated to the individual identifiable assets acquired and liabilities assumed based on their relative fair value. Asset acquisitions do not give rise to goodwill (Note 6).

(iii) Deferred tax assets

The carrying amount of deferred tax assets is reviewed at the end of each reporting period and reduced to the extent that it is no longer probably that sufficient taxable profits will be available to allow all or part of the asset to be recovered. Management applies judgment in determining the likelihood of future taxable profits.

(iv) Depreciation

Property and equipment are depreciated using the straight line method over the estimated useful life of the assets. Management reviews the useful lives and residual values of the depreciable assets at each reporting date, based on the expected utilization of the assets by the Company. Significant assumptions are involved in the determination of useful life and residual values and no assurance can be given that actual useful lives and residual values will not differ significantly from current assumptions.

Assumptions and critical estimates:

(i) Tax assets and liabilities

Provisions for income taxes are made using the best estimate of the amount expected to be paid or recovered based on a qualitative assessment of all relevant factors. The Company reviews the adequacy of these provisions at the end of each reporting period. However, it is possible that at some future date an additional liability could result from audits by tax authorities. Where the final outcome of these tax-related matters is different from the amounts that were initially recorded, such differences will affect the tax provisions in the period in which such determination is made.

Deferred tax assets and liabilities contain estimates about the nature and timing of future permanent and temporary differences as well as the future tax rates that will apply to those differences. Changes in tax laws and rate as well as changes to the expected timing of reversals may have a significant impact on the amounts recorded for deferred tax assets and liabilities. Management closely monitors current and potential changes to tax law and bases its estimates on the best available information at each reporting date.

(ii) Share based compensation

Estimating fair value for granted stock options requires determining the most appropriate valuation model which is dependent on the terms and conditions of the grant. This estimate also requires determining the most appropriate inputs to the valuation model including the expected life of the option, volatility, dividend yield, and rate of forfeitures and making assumptions about them.

(iii) Biological assets and inventory

Management is required to make a number of estimates in calculating the fair value less costs to sell of biological assets. These estimates include a number of assumptions such as estimating the stage of growth of the cannabis, harvesting costs, sales price, and expected yields. Further information on estimates used in determining the fair value of biological assets is contained in Note 7.

The valuation of biological assets at the point of harvest is the cost basis for all cannabis-based inventory and thus any critical estimates and judgments related to the valuation of biological assets are also applicable for inventory. The valuation of work-in-process and finished goods also requires the estimate of conversion costs incurred, which become part of the carrying amount for the inventory. The Company must also determine if the cost of any inventory exceeds its net realizable value, such as cases where prices have decreased, or inventory has spoiled or has otherwise been damaged.

5. CHANGES IN ACCOUNTING PRONOUNCEMENTS APPLICABLE TO THE COMPANY

Adoption of new pronouncements

The Company has adopted the following new or amended IFRS standards for the annual period beginning on January 1, 2018.

5. CHANGES IN ACCOUNTING PRONOUNCEMENTS APPLICABLE TO THE COMPANY

(continued from previous page)

(i) IFRS 15, Revenue from Contracts with Customers ("IFRS 15")

IFRS 15 specifies how and when revenue should be recognized based on a five-step model, which is applied to all contracts with customers. The Company has applied IFRS 15 retrospectively and determined that there is no change to the comparative periods or transitional adjustments required as a result of the adoption of this standard.

The Company's accounting policy for revenue recognition under IFRS 15 is to follow a five-step model to determine the amount and timing of revenue to be recognized:

1. Identifying the contract with a customer

2. Identifying the performance obligations within the contract

3. Determining the transaction price

4. Allocating the transaction price to the performance obligations

5. Recognizing revenue when/as performance obligation(s) are satisfied.

Revenue from the sale of cannabis to customers is recognized when the Company transfers control of the good to the customer. Control of the product transfers at a point in time either upon shipment to or receipt by the customer, depending on the contractual terms.

The Company recognizes revenue in an amount that reflects the consideration that the Company expects to receive taking into account any variation that may result from rights of return.

As the Company did not have any revenue in the prior year nor any contracts with customers that would result in a change from IAS 18 accounting policies, no transitional adjustments were required.

(ii) IFRS 9, Financial Instruments ("IFRS 9")

IFRS 9 uses a single approach to determine whether a financial asset is measured at amortized cost or fair value, replacing the multiple rules in IAS 39, Financial Instruments: Recognition and Measurement ("IAS 39"). The classification is based on two criteria: the Company's business objectives for managing the assets; and whether the financial instruments' contractual cash flows represent "solely payments of principal and interest" on the principal amount outstanding (the "SPPI test"). Financial assets are required to be reclassified only when the business model under which they are managed has changed. All reclassifications are to be applied prospectively from the reclassification date. Financial liabilities are classified in a similar manner as under IAS 39.

The assessment of the Company's business models for managing its financial assets was made as of the date of initial application of January 1, 2018 or on initial recognition. The assessment of whether contractual cash flows on debt investments meet the SPPI test was made based on the facts and circumstances as at the initial recognition of the financial assets.

Financial assets

Initial recognition
The Company initially recognizes financial assets at fair value on the date that the Company becomes a party to the contractual provisions of the instrument. The Company derecognizes a financial asset when the contractual rights to the cash flows from the asset expire, or it transfers the rights to receive the contractual cash flows on the financial asset in a transaction in which substantially all the risks and rewards of ownership of the financial asset are transferred.

Classification and measurement

Under IFRS 9, financial assets are initially measured at fair value. In the case of a financial asset not categorized as fair value through profit or loss ("FVTPL"), transaction costs are included. Transaction costs of financial assets carried at FVTPL are expensed in net income (loss).

Subsequent classification and measurement of financial assets depends on the Company's business objective for managing the asset and the cash flow characteristics of the asset:

(i) Amortized cost – Financial assets held for collection of contractual cash flows that meet the SPPI test are measured at amortized cost. Interest income is recognized as Other income (expense) in the consolidated financial statements, and gains/losses are recognized in net income (loss) when the asset is derecognized or impaired.

5. CHANGES IN ACCOUNTING PRONOUNCEMENTS APPLICABLE TO THE COMPANY

(continued from previous page)

(ii) Fair value through other comprehensive income ("FVOCI") – Financial assets held to achieve a particular business objective other than short-term trading are designated at FVOCI. IFRS 9 also provides the ability to make an irrevocable election at initial recognition of a financial asset, on an instrument-by-instrument basis, to designate an equity investment that would otherwise be classified as FVTPL and that is neither held for trading nor contingent consideration arising from a business combination to be classified as FVOCI. There is no recycling of gains or losses through net income (loss). Upon derecognition of the asset, accumulated gains or losses are transferred from Other comprehensive income ("OCI") directly to Deficit.

(iii) FVTPL – Financial assets that do not meet the criteria for amortized cost or FVOCI are measured at FVTPL.

Financial liabilities

The Company initially recognizes financial liabilities at fair value on the date at which the Company becomes a party to the contractual provisions of the instrument. The Company derecognizes a financial liability when its contractual obligations are discharged or cancelled or expire. The subsequent measurement of financial liabilities is determined based on their classification as follows:

(i) FVTPL – Derivative financial instruments entered into by the Company that do not meet hedge accounting criteria are classified as FVTPL. Gains or losses on these types of financial liabilities are recognized in net income (loss).

(ii) Amortized cost – All other financial liabilities are classified as amortized cost using the effective interest method. Gains and losses are recognized in net income (loss) when the liabilities are derecognized as well as through the amortization process.

Consistent with IAS 39, all financial liabilities held by the Company under IFRS 9 are initially measured at fair value and subsequently measured at amortized cost.

The following table summarizes the original measurement categories under IAS 39 and the new measurement categories under IFRS 9 for each class of the Company's financial assets and financial liabilities:

	IAS 39 Classification	IFRS 9 Classification
Financial Assets		
Cash	FVTPL	Amortized cost
Accounts receivable	Loans and receivables	Amortized cost
Financial Liabilities		
Trade and other payables	Other liabilities	Amortized cost
Due to related parties	Other liabilities	Amortized cost

Impairment

Under IFRS 9, the Company is required to apply an expected credit loss ("ECL") model to all debt financial assets not held at FVTPL, where credit losses that are expected to transpire in futures years are provided for, irrespective of whether a loss event has occurred or not as at the statement of financial position date. For receivables, the Company has applied the simplified approach under IFRS 9 and has calculated ECLs based on lifetime expected credit losses taking into considerations historical credit loss experience and financial factors specific to the debtors and general economic conditions. The Company has assessed the impairment of its receivable using the expected credit loss model, and no material difference was noted.

The adoption of IFRS 9 did not result in any transition adjustments recognized as of January 1, 2018.

New and revised pronouncements issued but not effective

Standards issued but not yet effective up to the date of issuance of the Company's consolidated financial statements are listed below except those which the Company does not expect any impacts on the consolidated financial statements.

5. CHANGES IN ACCOUNTING PRONOUNCEMENTS APPLICABLE TO THE COMPANY

(continued from previous page)

IFRS 16 - Leases

In January 2016, the IASB issued IFRS 16 "Leases", which replaces IAS 17 "Leases". For lessees applying IFRS 16, a single recognition and measurement model for leases would apply, with required recognition of assets and liabilities for most leases. The standard will come into effect for annual periods beginning on or after January 1, 2019, with earlier adoption permitted. The Company is currently evaluating the impact of the standard on its consolidated financial statements; however, the impact is not anticipated to be material the financial statements as the Company owns its current operating facility.

6. ASSET ACQUISITION

On October 1, 2018, under the terms of the amalgamation and shares exchange agreement, the Company acquired 100% of the shares of 1070582 B.C. Ltd in exchange for 15,125,003 (403.33 before the split) at $72,375 per newly issued Class K common non-voting We Grow shares in an amalgamation deal. Deferred consideration payable to 1070582 B.C. Ltd recorded in 2016 of $1,750,000 which related to the option agreement whereby We Grow could purchase R. Spetifore and Sons shares was was adjusted as part of the amalgamation.

Net assets of 1070582 B.C. Ltd at the acquisition date amounted to approximately $20,000 mainly related to cash in bank balance. Other assets and liabilities mostly comprised balances due to/from We Grow and R. Spetifore and Sons and were eliminated at the consolidation

The amalgamation and share exchange transaction resulted in increase of the Share capital and Contributed surplus of the Company by $1,688,510 and $133,064 respectively.

The resulting organizational structure is R. Spetifore and Sons is a wholly owned subsidiary of 1070582 B.C. Ltd and 1070582 B.C. Ltd is a wholly owned subsidiary of We Grow.

The acquisition of 1070582 B.C. Ltd is reflected in the consolidated financial statements of We Grow and accounted for as an asset acquisition as 1070582 B.C. Ltd does not meet the definition of a business at the time of acquisition. As a result, no goodwill or gain on bargain purchase is recorded on acquisition.

Prior to this transaction R. Spetifore and Sons was consolidated with the Company based on the deemed control by We Grow over substantially all assets of R. Spetifore and Sons.

7. BIOLOGICAL ASSETS

	December 31, 2018	December 31, 2017
Balance, beginning of year	$ 465,523	$ –
Unrealized gain on changes in fair value of biological assets	2,190,238	465,523
Transferred to inventory upon harvest	(1,791,405)	–
Balance, end of year	$ 864,356	$ 465,523

The Company measures its biological assets at their fair value less costs to sell and complete. This is determined using a model which estimates the expected harvest yield per plant applied to the estimated price per gram less cost to sell and complete.

The following significant unobservable inputs, all of which are classified as level 3 on the fair value hierarchy, were used by management as part of this model:

- **Selling price per gram** – determined wholesale fair market value selling price of dry flower and trim
- **Stage of growth** – represents the weighted average number of weeks out of the 20-week growing cycle that biological assets have reached as of the measurement date
- **Yield by plant** – represents the expected number of grams of finished cannabis inventory which are expected to be obtained from each harvested cannabis plant
- **Post-harvest costs** – the costs are based on actual processing costs incurred by drying, trimming, testing and packaging activities incurred in the period, including overhead allocations for these activities.

7. BIOLOGICAL ASSETS *(continued from previous page)*

The following table quantifies each significant unobservable input, and also provides the impact a 10% increase/decrease in each input would have on the fair value of biological assets.

	December 31, 2018	December 31, 2017	10% change as at December 31, 2018	10% change as at December 31,2017
Weighted average selling price per gram	6.66	8.25	$105,554	$48,130
Stage of growth	37%	71%	86,436	46,552
Yield per plant (average)	52.31 grams	29.12 grams	86,436	46,552
Post-harvest cost	1.21 grams	0.27 grams	($19,185)	($1,577)

The Company accretes fair value on a straight-line basis according to stage of growth. As a result, a cannabis plant that is 37% through its 20 weeks growing cycle would be ascribed approximately 37% of its harvest date expected fair value less remaining processing and selling costs.

During the year ended December 31, 2018, the Company harvested 320,121 grams of dried cannabis and trim. As of December 31, 2018, it was expected that the Company's biological assets would yield approximately 158,566 grams of dried cannabis and trim when harvested. No harvest had occurred by December 31, 2017.

8. INVENTORY

The following is a breakdown of inventory at December 31, 2018:

	December 31, 2018
Harvested cannabis	$
Work-in-process	1,276,542
Finished goods	271,882
Supplies and consumables	78,816
Balance, end of period	$1,627,240

The Company had no inventory as at December 31, 2017.

The fair value changes in biological assets included in inventories sold during 2018 account for ($41,658) ($2017 - nil).

In 2018, the Company wrote down inventory that were returned by a customer due to quality concerns to its net realizable value. The impairment recognized amounted to $272,543 and reflected by the line Changes in fair value of inventory sold ($246,576) and Production costs ($25,967) of the consolidated statement of loss and comprehensive loss.

9. PROPERTY, PLANT AND EQUIPMENT

	Land	Buildings	Machinery and Equipment	Computer Equipment	Computer Software	Office Equipment	Total
Cost							
Balance at December 31, 2016	**$1,600,000**	**$1,955,770**	**$278,074**	-	-	-	**$3,833,844**
Additions	-	1,401,422	2,014,356	-	-	-	3,415,778
Disposals	-	-	-200,000	-	-	-	-200,000
Balance at December 31, 2017	**$1,600,000**	**$3,357,192**	**$2,092,430**	**-**	**-**	**-**	**$7,049,622**
Additions	-	379,683	686,055	65,561	19,000	13,330	1,163,629
Disposals	-	-	-	-	-	-	-
Balance at December 31, 2018	**$1,600,000**	**$3,736,875**	**$2,778,485**	**$65,561**	**$19,000**	**$13,330**	**$8,213,251**
Accumulated depreciation							
Balance at December 31, 2016	**-**	**-**	**-**	**-**	**-**	**-**	**-**
Additions	-	22,381	76,414	-	-	-	98,795
Disposals	-	-	(6,667)	-	-	-	(6,667)
Balance at December 31, 2017	-	**$22,381**	**$69,747**	-	-	-	**$92,128**
Depreciation during the year	-	143,772	504,230	23,211	3,444	700	675,357
Balance at December 31, 2018	**-**	**$166,153**	**$573,977**	**$23,211**	**$3,444**	**$700**	**$767,485**
Net book value	-						
Balance at December 31, 2017	**$1,600,000**	**$3,334,811**	**$2,022,683**	-	-	-	**$6,957,494**
Balance at December 31, 2018	**$1,600,000**	**$3,570,722**	**$2,204,508**	**$42,350**	**$15,556**	**$12,630**	**$7,445,766**

In 2018, depreciation related to equipment was capitalized as part of production costs within inventory amounted to $42,486 (2017 – nil).
During the year ended December 31, 2018, $571,637 of depreciation accrued directly and indirectly related to the production was reflected by the line Production costs of the consolidated statement of loss and comprehensive loss and $61,233 of depreciation expensed as general and administrative costs (2017 - $20,959 and $71,170 respectively).

10. SHARE CAPITAL

The Company is authorized to issue the following classes of shares:

- an unlimited number of Class A, B, C, D, E, F and G voting common shares without par value;
- an unlimited number of Class H, I, J and K non-voting common shares without par value;
- an unlimited number of Class L and O non-voting preferred redeemable/retractable shares with a par of $0.01 per share; and
- an unlimited number of Class M and N non-voting preferred redeemable/retractable shares with a par value of $100.00 per share.

The Company's articles of incorporation authorize the payment of dividends to the holders of any one or more classes of shares to the exclusion of the holders of any other class of shares.

Issued during the year ended December 31, 2018

	As at December 31, 2017		Issued during the year		As at December 31, 2018	
	Number of Shares	Amount	Number of Shares	Amount	Number of Shares	Amount
Class A	8,250,000	$ 300,011	4,200,000	$ 5,222,999	12,450,000	$ 5,523,010
Class B	8,250,000	384,010	-	-	8,250,000	384,010
Class H	14,250,000	2,956,100	-	-	14,250,000	2,956,100
Class I	4,875,000	240,005	-	-	4,875,000	240,005
Class J	1,875,000	1,000,000	375,000	387,000	2,250,000	1,387,000
Class K	-	-	15,125,003	1,688,510	15,125,003	1,688,510
	37,500,000	**$ 4,880,126**	**19,700,003**	**$ 7,298,509**	**57,200,003**	**$ 12,178,635**

During the year ended December 31, 2018 the Company issued common shares as follows:

(i) 375,000 Class J non-voting common shares and 1,612,500 Class A voting common shares to new shareholders of the Company;

(ii) 2,587,500 Class A voting common shares to existing shareholders of the Company pursuant to the exercise of options and conversion of convertible debentures issued by the Company;

(iii) 15,125,003 Class K non-voting common shares pursuant to a three-cornered amalgamation which resulted in 1070582 B.C. Ltd becoming a wholly owned subsidiary of the Company;

(iv) On November 18, 2018 the shareholders of the Company approved a resolution to subdivide each one of the issued and outstanding shares of the Company into 37,500 shares of the same class of shares of the share so subdivided. The numbers of shares were adjusted to reflect impact of the stock split on the financial statement disclosures.

During the year ended December 31, 2017, the Company issued common shares as follows:

(i) 2,137,500 voting common shares and 2,625,000 non-voting common shares.

11. INCENTIVE STOCK OPTIONS – SHARE BASED COMPENSATION

The Company has adopted a stock option plan under which it is authorized to grant options to officers, directors, employees and consultants enabling them to acquire common shares of the Company. The maximum number of common shares reserved for issuance of stock options that may be granted under the plan is 10% of the issued and outstanding common shares of the Company. The options granted can be exercised for up to a maximum of 5 years and vest as determined by the Board of Directors. The exercise price of each option may not be less than the market price of the common shares on the date of grant.

The following is a summary of the changes in the Company's stock options, during the years ended December 31, 2018 and 2017:

	# of Options	Weighted average exercise price
Balance outstanding at December 31, 2016	-	$ -
Options granted	2,550,000	0.40
Balance outstanding at December 31, 2017	2,550,000	0.40
Options granted	1,218,500	1.08
Options exercised	(1,950,000)	0.40
Balance outstanding at December 31, 2018	1,818,500	$ 0.85

The Company effected a 1:37,500 stock split of its common stock in the form of a stock dividend to shareholder and option holders of record as of November 18, 2018. The numbers of options were adjusted to reflect impact of the stock split on the financial statement disclosures.

- The weighted average remaining contractual life of stock options outstanding as at December 31, 2018 is 4.06 years (2017 - 4.84 years).
- The Company recognized a share-based compensation expense of $896,887 during the year ended December 31, 2018 (2017 - $372,643).

Stock options granted during the period were fair valued using the Black-Scholes option pricing model based on the following weighted average assumptions:

	2018	2017
Risk-free annual interest rate [(1)]	1.98% - 2.19%	0.95% - 1.65%
Expected annual dividend yield	Nil	Nil
Expected stock price volatility [(2)]	104.00%	127%-143%
Expected life of options (years) [(3)]	5.00	5.00
Forfeiture rate	Nil	Nil
Weighted average fair value of stock options granted	$0.64	$0.35

(1) The risk-free rate is based on Canada government bonds with a remaining term equal to the expected life of the options.

(2) Volatility was estimated based on comparable companies.

(3) The expected life in years represents the period of time that options granted are expected to be outstanding.

11. INCENTIVE STOCK OPTIONS – SHARE BASED COMPENSATION *(continued from previous page)*

The following is a summary of the Company's options outstanding as of December 31, 2018 and 2017:

	As at December 31, 2018		As at December 31, 2017			
	Number of Options	Weighted Average Exercise Price	Number of Options	Weighted Average Exercise Price	Weighted average periods outstanding (years)	Expiry date
May 2017	-	-	1,950,000	0.4	-	
November 2017	600,000	0.4	600,000	0.4	3.91	Nov-22
January 2018	562,250	1.03	-	-	4.08	Jan-23
April 2018	600,000	1.03	-	-	4.33	Apr-23
July 2018	56,250	2	-	-	4.58	Jul-23
	1,818,500	**0.85**	**2,550,000**	**0.4**		

12. RELATED PARTY BALANCES AND TRANSACTIONS

In addition to related party transactions and balances disclosed elsewhere in the financial statements (assets acquisition Note 6, share based compensations Note 11, convertible debts Note 10):

a. Due to related parties

The balance of $45,762 is due to management and a director of the Company, as at December 31, 2018 (2017: $129,753) and is non-interest bearing and due on demand.

b. Compensation of key management during the year-ended

	2018	2017
Convertible debenture interest	$ 4,800	$ -
Consulting fees	476,521	400,917
Share based compensation	454,987	372,662
	$ 936,308	$ 773,579

Compensation of key management includes stock options and consulting fees paid to companies controlled by key management. As of December 31, 2018, there are 600,000 (2017- 1,275,000) outstanding stock options issued to related parties.

13. GENERAL AND ADMINISTRATIVE EXPENSES

The following is a breakdown of general and administrative expenses for years ended December 31, 2018 and 2017:

	2018	2017
Travel expense	$ 127,970	$ 26,434
Licensing and permitting expense	35,915	47,345
Facility expense	151,624	86,083
Interest expense	18,000	-
Insurance expense	71,064	22,888
Office supplies expense	22,271	130,352
Miscellaneous expense	55,459	4,811
Balance, end of period	**$ 482,303**	$ 317,913

14. LOSS PER SHARE

Net loss per common share represents net loss attributable to common shareholders divided by the weighted average number of common shares outstanding during the year.

Diluted loss per common share is calculated by dividing the applicable net loss by the sum of the weighted average number of common shares outstanding and all additional common shares that would have been outstanding if potentially dilutive common shares had been issued during the year.

For all the years presented, diluted loss per share equals basic loss per share due to the anti-dilutive effect of the options.

15. INCOME TAXES

The following table reconciles the expected income tax expense (recovery) at the Canadian statutory income tax rates to the amounts recognized in the consolidated statement of loss and comprehensive loss for the year ended December 31, 2018:

	2018	2017 (restated - see Note 20)
	$	$
Net loss before tax	2,690,866	902,591
Statutory tax rate	12.00%	12.62%
Expected income tax (recovery)	(322,904)	(113,907)
Non-deductible items	122,315	59,014
Change in tax rates	(276,161)	(112,627)
Change in estimates	(72,501)	-
Deferred tax asset not recognized	549,251	167,520
Total tax expense (recovery)	-	-

Deferred taxes reflect the tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and their corresponding values for tax purposes. Deferred tax assets (liabilities) at December 31, 2018 and 2017 are comprised of the following:

Deferred tax assets	**2018**	2017 (restated - see Note 20)
	$	$
Property and equipment	276,087	26,675
Share issuance cost	4,991	-
Non capital loss carryforwards	325,302	90,584
Biological assets and inventory	(606,380)	(117,259)
	-	-

The unrecognized deductible temporary differences as at December 31, 2018 and 2017 are comprised of the following:

	2018	2017
	$	**$**
Non capital loss carryforwards	2,689,136	792,674
Unrecognized temporary difference	2,689,136	792,674

15. INCOME TAXES *(continued from previous page)*

As at December 31, 2018, the Company has recognized a deferred tax asset in respect of non capital loss carryforwards of approximately $3,830,180 (2017: 1,128,500) which may be carried forward to apply against future year income tax for Canadian income tax purposes, subject to the final determination by taxation authorities, expiring in the following years:

Expiry		
2034	$	16,887
2035		77,591
2036		263,556
2037		770,466
2038		2,701,680
TOTAL	**$**	**3,830,180**

16. CAPITAL MANAGEMENT

As at December 31, 2018, the capital structure of the Company consists of $11,318,294 (December 31, 2017 - $4,880,126) in shareholders' equity and debt.

The Company 's objectives when managing its capital are to safeguard its ability to continue as a going concern, to meet its capital expenditures for its continued operations, and to maintain a flexible capital structure which optimizes the cost of capital within a framework of acceptable risk. The Company manages its capital structure and adjusts it in light of changes in economic conditions and the risk characteristics of the underlying assets. To maintain or adjust its capital structure, the Company may issue new shares, issue new debt, or acquire or dispose of assets. The Company is not subject to externally imposed capital requirements.

Management reviews its capital management approach on an ongoing basis and believes that this approach is reasonable. There have been no changes to the Company's capital management approach in the reporting year. The Company considers its capital structure to include shareholders' equity and due to related parties.

17. FINANCIAL INSTRUMENTS AND RISK MANAGEMENT

As at December 31, 2018, the Company's financial instruments consisted of cash and cash equivalents, accounts receivable, trade and other payables and due from related parties. The fair values of accounts receivable, trade and other payables and due from related parties approximate their carrying values because of their current nature.

The Company classifies its fair value measurements in accordance with the three-level fair value hierarchy as follows:

Level 1 – Unadjusted quoted prices in active markets for identical assets or liabilities

Level 2 – Inputs other than quoted prices that are observable for the asset or liability either directly or indirectly, and,

Level 3 – Inputs that are not based on observable market date.

17. FINANCIAL INSTRUMENTS AND RISK MANAGEMENT *(continued from previous page)*

The following table sets forth the Company's financial assets measured at fair value by level within the fair value hierarchy as follows:

	Level 1	Level 2	Level 3	December 31, 2018	December 31, 2017
Financial Assets					
Cash	$ 635,893	$ -	$ -	$ 635,893	$ 33,413
Accounts receivable	248,319	-	-	248,319	228,450
Total financial assets	$ 884,212	$ -	$ -	$ 884,212	$ 261,863
Financial Liabilities					
Trade and other payables	$ 386,091	$ -	$ -	$ 386,091	$ 106,648
Due to related parties	45,762	-	-	45,762	139,528
Total Financial liabilities	$ 431,853	$ -	$ -	$ 431,853	$ 246,176

The Company's risk management policies are established to identify, analyze and manage the risks faced by the Company and to implement appropriate procedures to monitor risks and adherence to established controls. Risk management policies and systems are reviewed periodically in response to the Company's activities and to ensure applicability.

In the normal course of business, the main risks arising from the Company's use of financial instruments include credit risk, liquidity risk, market risk and currency risk. These risks, and the actions taken to manage them, include:

(a) Credit risk

Credit risk is the risk of financial loss to the Company if a customer or counterparty to a financial instrument fails to meet its contractual obligations. Credit risk arises from cash held with banks. The Company minimizes credit risk associated with its cash balance substantially by dealing with major Canadian financial institutions. For Receivables, the Company evaluates the credit worthiness of the counterparty before credit is granted. As at December 31, 2018 a total of $248,319 (December 31, 2017: $228,450) of trade accounts receivable were recorded with no amounts overdue.

(b) Liquidity risk

Liquidity risk is the risk that the Company will incur difficulties meeting its financial obligations as they come due. The Company typically settles its financial obligations out of cash. The ability to settle obligations with cash relies on the Company raising funds in a timely manner and by maintaining sufficient cash in excess of anticipated needs. As at December 31, 2018, the Company had a cash balance of $635,893 (December 31, 2017: $33,413), trade payables of $386,091 (2017 - $116,423) and due to related parties of $45,762 (2017: $129,753). Undiscounted contractual obligations are the same as amounts included in trade and other payables and all amounts are due within the year.

(c) Currency risk

Currency risk is the risk that the value of financial assets and liabilities denominated in currencies, other than the functional currency of the Company, will fluctuate due to changes in foreign currency exchange rates. As at December 31, 2018, the Company is not exposed to material currency risk.

18. COMMITMENTS AND CONTINGENCIES

The Company has an operating lease for a production vehicle. Future commitments comprising minimum lease payments due in each of the following years are as follows:

For the fiscal year ending December 31,	
2019	$ 16,550
2020	16,550
2021	16,550
2022	6,896
	$56,546

- According to Manufacturer's representative agreement with Aphria Inc., the Company has a contingent commitment to pay a commission to Aphria in the amount of 7% of net sales of WGBC in exchange for national sales agency related services. An additional commission of 1% is payable if Aphria achieves certain targets in the contract. The contract was entered into on July 30, 2018 and is valid for 3 years until December 31, 2021. After the initial term the contract will automatically renew for a successive period of one year unless ether party gives a written notice of its intention not to renew at least 120 days prior to the expiration of the initial term. Either party may terminate the contract for any reason with 90 days written notice.

19. SUBSEQUENT EVENTS

Incentive stock options issuance:

On June 15, 2019 the Company issued 3,410,000 incentive stock options to various employees and directors of the Company at an expense price of $2.00 expiring on January 1, 2024.

Promissory notes:

In May and June of 2019, promissory notes were issued by the Company to management and a director for $1,000,000 in proceeds.

Arrangement Agreement:

In November 2019 We Grow started negotiations with Westleaf Inc ("Westleaf") regarding the Arrangement Agreement which provides that Westleaf will purchase all of the issued and outstanding shares of We Grow, other than its Class "H" non-voting common participating shares, in exchange for common shares in the capital of Westleaf, by way of plan of arrangement. Each We Grow Share will be exchanged for 4.264 Westleaf Shares and each outstanding option to purchase one We Grow Share will be exchanged for one Westleaf option to purchase 4.264 Westleaf Shares pursuant to the Westleaf stock option plan currently in place.

The Arrangement is subject to a number of conditions including We Grow completing a non-brokered private placement subscription receipt financing for gross proceeds of not less than $3,000,000, to be completed prior to or concurrently with closing of the Arrangement.

After giving effect to the Arrangement, the pre-Arrangement holders of We Grow Shares excluding the holders of We Grow Shares issued pursuant to the We Grow Financing**,** will hold approximately 55% of Westleaf's issued and outstanding shares on a *pro forma* basis and the existing shareholders of Westleaf will hold approximately 45% of Westleaf's issued and outstanding shares on a *pro forma* basis.

The Arrangement is expected to close in December 2019.

20. RESTATEMENT OF FINANCIAL RESULTS

The Company has restated its previously reported consolidated financial statements as at and for the years ended December 31, 2017. The restatements represent 1) disposal of property, plant and equipment (PPE) items during 2017 not recorded in the previous financial statements, 2) certain expenses not previously recorded but related to and incurred by the Company in 2017 and 3) change in accounting policy of biological assets (Note 3).

The following tables summarize the effects of the change described above on the line items in the consolidated statement of financial position, consolidated statement of loss and comprehensive loss and consolidated statement of cash flows for the year ended December 31, 2017, respectively:

20. RESTATEMENT OF FINANCIAL RESULTS *(continued from previous page)*

Consolidated Statement of Loss and Comprehensive Loss For the year ended December 31, 2017	As previously reported	Adjustments: Disposal of PPE	Adjustments: Expenses not previously recognized	Adjustments: Change in account-ting policy	As restated
Production Costs	$ -	$ -	$ -	$ 52,189	$ 52,189
Unrealized gain from changes in fair value of biological assets	434,292	-	-	(31,230)	465,523
General and administrative	269,072	-	48,841	-	317,913
Loss on sale of equipment	-	51,558	-	-	51,558
Depreciation	98,796	(6,667)	-	(20,959)	71,170
Net Loss	**(808,859)**	**(44,891)**	**(48,841)**	**-**	**(902,591)**

Consolidated Statement of Cash Flows For the year ended December 31, 2017	As previously reported	Adjustments: Disposal of PPE	Adjustments: Expenses not previously recognized	Adjustments: Change in account-ting policy	As restated
OPERATING ACTIVITIES					
Net loss	$ (808,859)	$(44,891)	$ (48,841)	$ -	$ (902,591)
Loss of disposal of assets	-	51,558	-	-	51,558
Changes in non-cash working capital items:					
Accounts receivable	(69,164)	(148,427)	-	-	(217,591)
Trade and other payables	28,238		48,841	-	77,079
INVESTING ACTIVITIES					
Property, plant and equipment	(3,415,777)	148,440	-	-	(3,267,337)
FINANCING ACTIVITIES					
Due (to) from related parties *(Note 12)*	129,766	(13)	-	-	129,753

Consolidated Statement of Financial Position As at December 31, 2017	As previously reported	Adjustments: Disposal PPE	Adjustments: Expenses not previously recognized	Adjustments: Change in accounting policy	As restated
Accounts receivable	$ 80,022	$ 148,415	-	-	$ 228,437
Property, plant and equipment *(Note 9)*	7,150,827	(193,333)	-	-	6,957,494
Trade and other payables	67,582	-	48,841	-	116,423
Deficit	(1,166,082)	(44,891)	(48,841)	-	(1,259,814)

We Grow B.C. Ltd.

For the year ended December 31, 2018.

Management's Discussion and Analysis.

The following Management's Discussion and Analysis ("MD&A") should be read in conjunction with We Grow B.C. Ltd's (the "Company" or "We Grow") consolidated financial statements for the year ended December 31, 2018 and notes to the consolidated financial statements (the "Financial Statements"),the consolidated interim financial statements for the six months ended June 30, 2019 and notes to the consolidated financial statements (the "Interim Financial Statements") as well as the Management's Discussion and Analysis for the six months ended June 30, 2019 (the Interim MD&A"). The Financial Statements, Interim Financial Statements, Interim MD&A, together with this MD&A are intended to provide investors with a reasonable basis for assessing the financial performance of We Grow as well as forward-looking statements relating to future performance. The financial statements are prepared in accordance with International Financial Reporting Standards ("IFRS"). All amounts are in Canadian dollars unless otherwise noted.

This MD&A include the accounts of We Grow and its wholly-owned subsidiaries, 107582 BC Ltd. and R. Spetifore & Sons Ltd. ("S&S").

This MD&A contains disclosures up to December 31, 2018.

Forward-Looking Statements.

This MD&A contains certain information that may constitute "forward-looking information" and "forward-looking statements" (collectively, "forward-looking statements") which are based upon the Company's current internal expectations, estimates, projections, assumptions and beliefs. Such statements can, in some cases, be identified by the use of forward-looking terminology such as "expect," "likely", "may," "will," "should," "intend," "anticipate," "potential," "proposed," "estimate" and other similar words, including negative and grammatical variations thereof, or statements that certain events or conditions "may" or "will" happen, or by discussions of strategy. Forward-looking statements include estimates, plans, expectations, opinions, forecasts, projections, targets, guidance, or other statements that are not statements of fact. The forward-looking statements included in this MD&A are made only as of the date of this MD&A. Forward-looking statements in this MD&A include, but are not limited to, statements with respect to: performance of the Company's business and operations; intention and plans to grow the business, operations and potential activities of the Company; licensing risks and expectations with respect to renewal and/or extension of the Company's licences; risks and any commentary with respect to Canada's cannabis regulatory regime; change in laws, regulations and guidelines; the potential time frame for the implementation of regulations with respect to the regulatory framework for ingestible cannabis, cannabis extracts and cannabis topical products; expectations with respect to the cannabis market and market risks; the expected growth in the number of customers using the Company's adult use and medical cannabis; the Company's ability to enter into and maintain strategic arrangements with distributors and retailers and the potential benefits of such arrangements; the success of the entities the Company acquires and the Company's collaborations; the development of the Company's brands, product diversification and future corporate development; the expansion and production capacity of the Company's sites and the timing related thereto; risks inherent in an agricultural business; future liquidity and financial capacity; the advancement of the Company's international projects and targeting other opportunities as the laws and regulations governing cannabis evolve internationally; the competitive and business strategies of the Company; history of net losses; and the competitive conditions of the adult use cannabis industry.

Certain of the forward-looking statements and other information contained herein concerning the adult use cannabis industry and the general expectations of We Grow concerning the adult use cannabis industry and concerning We Grow are based on estimates prepared by We Grow using data from publicly available governmental sources as well as from market research and industry analysis and on assumptions based on data and knowledge of this industry which We Grow believes to be reasonable. While We Grow is not aware of any misstatement regarding any industry or government data presented herein, the medical and the adult use cannabis industry involves risks and uncertainties that are subject to change based on various factors and the

Company has not independently verified such third-party information.

Although the Company believes that the expectations reflected in such forward-looking statements are reasonable, it can give no assurance that such expectations will prove to have been correct. The Company's forward-looking statements are expressly qualified in their entirety by this cautionary statement. In particular, but without limiting the foregoing, disclosure in this MD&A under "*Overview of We Grow's Business & Corporate Strategy*" as well as statements regarding the Company's objectives, plans and goals, including future operating results and economic performance may make reference to or involve forward-looking statements. A number of factors could cause actual events, performance or results to differ materially from what is projected in the forward-looking statements. See below under "*Risk and Uncertainties*" for further details. The purpose of forward-looking statements is to provide the reader with a description of management's expectations, and such forward-looking statements may not be appropriate for any other purpose. You should not place undue reliance on forward-looking statements contained in this MD&A. We Grow undertakes no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by applicable law.

Overview of We Grow's Business & Corporate Strategy.

WGBC is engaged in the business of cultivating, processing and distributing ultra-premium adult-use cannabis within Canada.

WGBC operates a 26,000 square foot cultivation, processing and distribution facility consisting of 14,000 square feet of dedicated grow areas and 12,000 square feet of production support areas located in Creston, BC (the "Creston Facility"). The Creston Facility is owned by a wholly owned subsidiary of WGBC and WGBC occupies and used the Creston Facility pursuant to a lease agreement.

WGBC sells cannabis and other products permitted to be sold in accordance with the License. WGBC is authorized to grow, harvest, trim and store cannabis and sell or provide dried cannabis, fresh cannabis, cannabis plants and cannabis seed. The principal products produced and sold by WGBC are ultra premium cannabis flower and cannabis pre-rolls, and, on occasion, bulk amounts of cannabis biomass (collectively, the "Cannabis Products") to other Licensed Producers in Canada.

WGBC currently supplies Cannabis Products in Canada British Columbia Liquor Distribution Board and is registered to supply cannabis to Saskatchewan retailers.

WGBC positions Qwest and Qwest Reserve as an ultra premium brand and product. Both brands are aligned with We Grow's mission to deliver cannabis experiences to consumers that is "Beyond the Ordinary."

Highlights for the year ended December 31, 2018.

Receipt of Sales Amendment from Health Canada

On October 16, 2018, Health Canada approved an amendment to the License to allow WGBC to, in addition to growing, harvesting, trimming and storing cannabis, also sell or provide dried cannabis, fresh cannabis, cannabis plants and cannabis seed.

Establishing Distribution Footprint and First Shipments

On July 31, 2018 WGBC entered into a supply agreement with the BC Liquor Distribution Board ("BC LDB") and in November of 2018, WGBC began shipment of Cannabis Products to the BC LDB.

On December 12, 2018 WGBC registered as a cannabis supplier in the Provinces of Saskatchewan and began shipping Cannabis Products to Saskatchewan customers in January 2019.

WGBC Strengthens Board of Directors for Next Stage of Growth

On November 18, 2018, WGBC appointed Long Trinh (CPA) and Gary Leong (former Chief Science Officer at Aphria Inc) as directors of the Company.

WGBC Undertakes 37,500 to 1 Stock Split

On November 18, 2018, WGBC held a special meeting of WGBC Shareholders and, upon approval by the WGBC Shareholders, authorized the splitting of the then outstanding shares of WGBC, such that each one of the issued and outstanding shares of the WGBC was subdivided into 37,500 shares of the same class of shares of the share so subdivided.

During Q3 2018, We Grow completed a round of equity financing by way of a non-brokered private placement. Total consideration from the financing was $4,750,000 (combination of cash and property).

Subsequent Events.

For subsequent events through November 19, 2019, please see WGBC's MD&A for the six months ended June 30, 2019 issued concurrently to this MD&A.

Results of Operations for the year ended December 31, 2018.

During the year ended December 31, 2018, the Company reported a net comprehensive loss of $2.69 million (December 31, 2017 $0.90 million), respectively.

The net comprehensive loss for the twelve months ended December 31, 2018 increased as compared to the prior period ($0.9 million), primarily as a result of increases in production costs and operating expenses, offset by an increase in revenues and net impact from gains on fair value of biological assets. The increase in revenue and related production costs and operating expenses are due to the scaling up of production at the Creston Facility and the resultant sale of Cannabis Products and increased employee headcount related to cultivation, processing and packaging.
Revenue.

During the year ended December 31, 2018, the Company generated net revenues of $0.14 million (December 31, 2017: $nil), respectively. The increase in revenue for the year ended December 31, 2018 of respectively, as compared to the prior year, is due to the launch of the Canadian adult-use market and first shipments of Cannabis Products to the BC LDB.

Production costs.

Production costs consist of direct and overhead costs attributable to cannabis production activities during the biological transformation process up to the point of harvest incurred in the period, as well as direct and overhead costs attributable to post-harvest cannabis processing activities that have been initially capitalized to inventory and subsequently expensed to production costs as cannabis inventory is sold.

Production costs related to cannabis production activities during the biological transformation process up to the point of harvest consist of direct and overhead allocation for wages and benefits, facilities, materials, supplies and amortization expense for production, sanitation, record keeping, quality assurance, security and maintenance activities. These costs are expensed to production costs in the period they are incurred.

Production costs related to cannabis processing activities after harvest consist of direct and overhead allocation for wages and benefits, facilities, materials, supplies and amortization expense for drying, trimming, packaging, sanitation, record keeping, quality assurance, security site maintenance activities. These costs are initially capitalized to inventory in the period incurred and subsequently expensed to production costs as cannabis is sold.

Changes in fair value of biological assets.

The Company's biological assets consist of cannabis plants which are not yet harvested. These biological assets are measured at fair value less costs to sell and costs to complete. At the point

of harvest, the biological assets are transferred to inventory at fair value less costs to sell and costs to complete. All direct and indirect costs of biological assets are expensed to production costs on the consolidated statement of loss and comprehensive loss in the period the costs are incurred. Unrealized fair value gains or losses arising from changes in fair value less cost to sell are included in the results of operations of the related period.

During the year ended December 31, 2018, the Company changed its accounting policy to expense all the direct and indirect costs of biological assets, as opposed to the prior accounting policy of capitalizing these costs. As a result, the production costs and unrealized gain from biological asset for the year-ended December 31, 2017 were understated by $0.03 million. The Company believes that the revised policy provides reliable and more relevant information to users of financial statements.

During year ended December 31, 2018, the Company recognized a gain of $2.2 million (December 31, 2017: $0.47 million), respectively, related to the fair value adjustments of biological assets.

The Company measures its biological assets at their fair value less costs to sell and complete. This is determined using a model which estimates the expected harvest yield per plant applied to the estimated price per gram less cost to sell and complete.

The following significant unobservable inputs, all of which are classified as level 3 on the fair value hierarchy, were used by management as part of this model:

- Selling price per gram – determined wholesale fair market value selling price of dry flower and trim
- Stage of growth – represents the weighted average number of weeks out of the 20-week growing cycle that biological assets have reached as of the measurement date
- Yield by plant – represents the expected number of grams of finished cannabis inventory which are expected to be obtained from each harvested cannabis plant
- Post-harvest costs – the costs are based on actual processing costs incurred by drying, trimming, testing and packaging activities incurred in the period, including overhead allocations for these activities.

The following table quantifies each significant unobservable input, and also provides the impact a 10% increase/decrease in each input would have on the fair value of biological assets.

	31-Dec-18	31-Dec-17	10% change as at December 31, 2018	10% change as at December 31,2017
Weighted average selling price per gram	$6.66	$8.25	$105,554	$48,130
Stage of growth	37%	71%	86,436	46,552
Yield per plant (average)	52.31 grams	29.12 grams	86,436	46,552
Post-harvest cost	1.21 grams	0.27 grams	($19,185)	($1,577)

Changes in fair value of inventory sold.

Changes in fair value of inventory sold is the fair value less cost to sell recognized during the biological transformation process related to cannabis sold during the period.

During the year ended December 31, 2018, the Company recognized realized fair value changes on inventory sold or impaired of ($0.41 million) (December 31, 2017: nil), respectively as a result of cannabis sold during the period.

During the year ended December 31, 2018, net effect of changes in fair value of biological assets

and inventory include: $2.19 million of unrealized gain from biological transformation that have been added to biological assets and inventory, and ($0.41) million of changes in fair value of inventory sold.

Profits and loss before other expenses and other charges.

During the year ended December 31, 2018 the Company generated a loss before other expenses of $0.31 million (December 31, 2017: profit of $0.4 million), respectively. The decrease in profits before other expenses for the year ended December 31, 2018 as compared to prior year is a result of the Company generating higher net revenues of $0.14 million (December 31, 2017: $nil), and positive impact due to non-cash changes in fair value of biological asset of $2.19 million (December 31, 2017: $0.47 million), offset by increased production costs of $2.23 million (December 31, 2017: $0.05 million), respectively.

Other Expenses.

During the year ended December 31, 2018, total other expenses increased to $2.41 million (December 31, 2017: $1.32 million). The expenses contributing to the overall movement for the period are due to the following.

For the year ended December 31, 2018, the Company's total salaries and consultation expense (excluding production wages and benefits) increased to $0.49 million (December 31, 2017: $0.44 million), respectively. The total increase in wages and benefits expense for the year ended December 31, 2018, are due primarily to additions to the management team and increase in related compensation.

For the year ended December 31, 2018, the Company's total professional fees expense increased to $0.23 million (December 31, 2017: $0.057 million) respectively. Professional fees expense increased for the year ended December 31, 2018 as compared to prior period due to higher legal, regulatory fees, and accounting fees.

For the year ended December 31, 2018, the Company's total sales and marketing expense increased to $0.13 million (December 31, 2017: $nil), respectively. The sales and marketing expense increased due to sales and marketing related expenses, additional brand development expenses, the launch of the Qwest and Qwest Reserve brands for the legalization of adult-use cannabis in Canada and the engagement of Aphria to provide coast-to-coast sales agent support.

For the year ended December 31, 2018, the Company's total general and administrative expense increased to $0.48 million (December 31, 2017: $0.32 million), respectively. The general and administrative expense increased due to the additional business travel, facility costs, and insurance costs.

For the year ended December 31, 2018, the Company's share-based compensation expense amounted to $0.9 million (December 31, 2017: $0.37 million), respectively. Share based compensation increased due to increased incentives to employees for the positive achievements over the past fiscal year and the strengthening of the management team. The option grants are used by management to attract and retain key executives, employees and directors.

Retrofit of the Creston Facility.

For the year ended December 31, 2018, the Company's total capitalized expenditure related to completing the retrofit at the Creston Facility and purchasing and installing related equipment to operate the Creston Facility was $1.1 million (December 31, 2017: $3.3 million), respectively. The decrease in comparison to the prior year reflects the completion of the project.

Selected Annual Information.

(In $ millions)	December 31, 2018 (Audited)	December 31, 2017 (Audited)	December 31, 2016 (Audited)
Revenue	0.16	nil	nil
Net loss before taxes	(2.69)	(0.90)	(0.30)
Net loss after taxes	(2.69)	(0.90)	(0.30)
Net comprehensive loss after taxes	(2.69)	(0.90)	(0.30)
Basic loss per share	(0.06)	(0.03)	(0.09)
Total assets	11.12	7.74	3.40
Total long-term liabilities	nil	nil	nil
Dividends declared per share	nil	nil	nil

During the year ended December 31, 2017, the Company did not generate revenues as its license to sell cannabis was not granted until October 2018. During the year ended December 31, 2018, the Company generated its first revenue from the cultivation and sale of cannabis. The increase in net comprehensive loss from the year ended December 31, 2017 to December 31, 2018 is mainly due to the Company generating revenues and increase in fair value gains on biological assets, offset by increases in production costs, increases in general and administrative expenses, increase in sales and marketing expenses, increases in depreciation and increases in share based compensation costs.

The increase in net comprehensive loss from the year ended December 31, 2016 to December 31, 2017 is mainly due to an increase in fair value gains on biological assets, offset by increases in operating expenses, increases in general and administrative expenses, increases in depreciation and increases in share based compensation costs.

Total assets increased each year ended December 31, 2016, 2017 and 2018. The increase in net assets is mainly due to the increase in investments made to property, plant and equipment related to the Creston Facility, increase in inventory and biological assets, and cash.

The Company had no long-term liabilities at December 31, 2016, 2017 and 2018.

The consolidated weighted average number of common shares, basic and diluted, outstanding for the twelve months ended December 31, 2018 is 44,006,678 (December 31, 2017: 35,025,000).

The Company's results of operations are not exposed to seasonal variations.

Liquidity.

As at December 31, 2018, the Company had a working capital surplus of $3.2 million (December 31, 2017: deficit of $1.2 million).

Cash used in operating activities during the year ended December 31, 2018 was $3.12 million (December 31, 2017: $ 0.92 million), respectively. The cash outflows from operating activities mainly relates to working capital changes driven by increased production costs, and the loss for the period.

Cash used in investing activities during the year ended December 31, 2018 is $1.16 million (December 31, 2017: $3.27 million), respectively. The increase in cash used for investing activities during 2018 is mainly related to investments made to the Creston Facility to ramp up production, increase capacity, purchase and install specialized equipment, and increase ultimate efficiency.

Cash provided from financing activities during the year ended December 31, 2018 is $4.88 million (December 31, 2017 ($4.20 million), respectively. The cash inflows from financing activities are due to option exercises, share issuances, convertible debentures converted to equity during the year, and shareholder loans.

The Company's contractual obligations for the next five fiscal years ending December 31, and thereafter are summarized as follows:

- Repayment of a shareholder loan and accrued interest in the amount of $1,060,000 (due in 2020).
- A vehicle lease liability of $0.06 million.
- A commission is payable to Aphria in the amount of 7% of net sales of WGBC in exchange for national sales agency related services. An additional commission of 1% is payable if Aphria achieves certain targets in the contract. The contract was entered into on July 30, 2018 and is valid for 3 years until December 31, 2021. After the initial term the contract will automatically renew for a successive period of one year unless ether party gives a written notice of its intention not to renew at least 120 days prior to the expiration of the initial term. Either party may terminate the contract for any reason with 90 days written notice.

Capital Resources and Liquidity Risk.

The Company constantly monitors and manages its capital resources to assess the liquidity necessary to fund operations and capacity expansion. As at December 31, 2018 the Company had a cash balance of $0.64 million and current liabilities of $0.43 million. The Company's current resources are sufficient to settle its current liabilities. Management believes that additional capital will be required to execute on its business plans. The Company expects to raise additional capital through equity or debt financings. However, the outcome of these matters cannot be predicted with certainty at the date of this MD&A.

Related Party Transactions.

As at December 31, 2018, there were no material transactions with related parties except for consulting fees ($0.48 million) and stock option compensation ($0.45 million) as described further in the Financial Statements note 12.

Regulatory Background.

Legal Developments

On October 17, 2018, the Cannabis Act and the Cannabis Regulations came into force, regulating the cultivation, processing, possession and sale of cannabis in Canada for both medical and adult use purposes. The Cannabis Act and the Cannabis Regulations replaced the Controlled Drugs and Substances Act (Canada) (the "CDSA") and the Access to Cannabis and Medical Purposes Regulations ("ACMPR") as the governing laws and regulations of cannabis in respect of the production, sale and distribution of cannabis for medical purposes. The Cannabis Act also regulates, for the first time, sale of cannabis for adult use purposes.

The Cannabis Act provides a licensing and permitting scheme for the production, importation, exportation, testing, packaging, labelling, sending, delivery, transportation, sale, possession and disposal of cannabis for adult use, implemented by regulations made under the Cannabis Act. The Cannabis Act maintains separate access to cannabis for medical purposes, including providing that import and export permits will only be issued in respect of cannabis for medical or scientific purposes or in respect of industrial hemp.

The Cannabis Regulations, among other things, set out regulations relating to the following matters: (1) Licences, Permits and Authorizations; (2) Security Clearances; (3) Cannabis Tracking System; (4) Cannabis Products; (5) Packaging and Labelling; and Cannabis for Medical Purposes.

Provincial Regulatory Framework

The Cannabis Act allows the possession, sale, and distribution of cannabis by persons authorized under provincial legislation. Such provincially authorized persons may only sell cannabis products sourced from federally licenced cannabis producers.

All Canadian provinces and territories have regulated distribution and sale of cannabis for adult use purposes, allowing all Canadians over the age of 19 (18 in Alberta and Québec) to purchase

cannabis products without medical access. The only provinces with restrictions on classes of cannabis that may be sold in the adult use markets are Québec and Manitoba, where plants and seeds are not sold because personal cultivation for adult use purposes is prohibited in those two provinces. Regardless of the framework, all cannabis products for the adult use cannabis market are ultimately supplied by federally licenced cultivators (plants and seeds only) and processors (all saleable classes of cannabis – currently dried cannabis, cannabis oil, plants and seeds; fresh cannabis is also saleable but the Company is unaware of any entity selling fresh cannabis as a cannabis product).

In most provinces and territories, a liquor or cannabis authority operated by the province serves as a wholesaler, with retailers purchasing cannabis products from the liquor or cannabis authority or from provincially licenced distributors. The wholesalers, in turn, acquire the cannabis products from federally licenced cultivators and processors.

Financial Instruments & Other Instruments.

The Company's financial instruments consist of cash, receivables, accounts payable and accrued liabilities. The fair values of cash, receivables, accounts payable and accrued liabilities approximate their carrying values due to the relatively short-term to maturity.

Off-Balance Sheet Arrangements

The Company has no off-balance sheet arrangements that would potentially affect current or future operations or the financial condition of the Company.

Critical Accounting Estimates.

The preparation of the consolidated financial statements in conformity with IFRS requires management to make judgments in applying its accounting policies and estimates and assumptions about the future. These judgments, estimates, and assumptions affect the reported amounts of assets and liabilities at the reporting date and reported amounts of revenues and expenses during the reporting period. Estimates and judgments are continuously evaluated and are based on management's experience and other factors, including expectations of future events that are believed to be reasonable under the circumstance. Actual results may differ from these estimates under different assumptions or conditions. The following discusses the most significant accounting judgments, estimates and assumptions that the Company has made in the preparation of its consolidated financial statements.

Areas of judgment:

Going concern
Significant judgements were made by the Company in respect of determination of the Company's ability to continue as a going concern.

Business combinations and Asset acquisition
Judgment is used in determining whether an acquisition is a business combination or an asset acquisition. Acquisitions that do not meet the definition of a business combination are accounted for as assets acquisition. Consideration paid for an asset acquisition is allocated to the individual identifiable assets acquired and liabilities assumed based on their relative fair value. Asset acquisitions do not give rise to goodwill.

Deferred tax assets
The carrying amount of deferred tax assets is reviewed at the end of each reporting period and reduced to the extent that it is no longer probably that sufficient taxable profits will be available to allow all or part of the asset to be recovered. Management applies judgment in determining the likelihood of future taxable profits.

Depreciation
Property and equipment are depreciated using the straight-line method over the estimated useful life of the assets. Management reviews the useful lives and residual values of the depreciable assets at each reporting date, based on the expected utilization of the assets by the Company. Significant assumptions are involved in the determination of useful life and residual values and no

assurance can be given that actual useful lives and residual values will not differ significantly from current assumptions.

Assumptions and critical estimates:

i) Tax assets and liabilities

Provisions for income taxes are made using the best estimate of the amount expected to be paid or recovered based on a qualitative assessment of all relevant factors. The Company reviews the adequacy of these provisions at the end of each reporting period. However, it is possible that at some future date an additional liability could result from audits by tax authorities. Where the final outcome of these tax-related matters is different from the amounts that were initially recorded, such differences will affect the tax provisions in the period in which such determination is made.

Deferred tax assets and liabilities contain estimates about the nature and timing of future permanent and temporary differences as well as the future tax rates that will apply to those differences. Changes in tax laws and rate as well as changes to the expected timing of reversals may have a significant impact on the amounts recorded for deferred tax assets and liabilities. Management closely monitors current and potential changes to tax law and bases its estimates on the best available information at each reporting date.

ii) Share based compensation

Estimating fair value for granted stock options requires determining the most appropriate valuation model which is dependent on the terms and conditions of the grant. This estimate also requires determining the most appropriate inputs to the valuation model including the expected life of the option, volatility, dividend yield, and rate of forfeitures and making assumptions about them.

iii) Biological assets and inventory

Management is required to make a number of estimates in calculating the fair value less costs to sell of biological assets. These estimates include a number of assumptions such as estimating the stage of growth of the cannabis, harvesting costs, sales price, and expected yields. Further information on estimates used in determining the fair value of biological assets is contained in the Financial Statements.

The valuation of biological assets at the point of harvest is the cost basis for all cannabis-based inventory and thus any critical estimates and judgments related to the valuation of biological assets are also applicable for inventory. The valuation of work-in-process and finished goods also requires the estimate of conversion costs incurred, which become part of the carrying amount for the inventory. The Company must also determine if the cost of any inventory exceeds its net realizable value, such as cases where prices have decreased, or inventory has spoiled or has otherwise been damaged.

Accounting Policies.

The accounting policies set out below have been applied consistently to all periods presented in these consolidated financial statements.

Cash

Cash consists of amounts held in current bank accounts.

Foreign currency translation

Foreign currency denominated assets and liabilities are translated at the exchange rate prevailing at the date of the statement of financial position for monetary items. Non-monetary assets and liabilities are translated at the rates prevailing at the transaction date. Revenues and expenses are translated using exchange rates prevailing at the dates of the transaction. Any exchange gain or loss that arises on translation is included in the consolidated statement of loss and comprehensive loss

Property, plant and equipment

Property, plant and equipment are stated at acquisition at cost less accumulated depreciation and accumulated impairment losses, if any. Repair and maintenance costs are recognized in profit or loss as incurred.

Depreciation expense is recognized in the consolidated statement of net loss and comprehensive loss over the estimated useful lives of property, plant and equipment and is calculated using the

depreciable amount, which is the cost of an asset less its residual value. All assets are depreciated using the straight-line method. Depreciation is calculated based on the cost of an asset less its residual value and is recognized over the anticipated useful life of the asset as follows:

Asset class	Depreciation term
Buildings	25 years
Machinery and equipment	5 years
Computer equipment/software	3 years
Office equipment	5 years

The assets' residual values, useful lives and methods of depreciation are reviewed at each financial year-end and adjusted prospectively, if there is a change in the estimated useful life of plant and equipment.

Depreciation of an asset begins when it is available for use, i.e. when it is in the location and condition necessary for it to be capable of operating in the manner intended by management.

Gains or losses arising from the derecognition of an item of property, plant and equipment are measured as the difference between the net disposal proceeds and the carrying amount of the asset and are recognized in the consolidated statement of loss and comprehensive loss when the asset is derecognized.

The Company derecognizes financial assets only when the contractual rights to cash flows from the financial assets expire, or when it transfers the financial assets and substantially all of the associated risks and rewards of ownership to another entity. Gains and losses on derecognition are generally recognized in the consolidated statement of loss and comprehensive loss. All financial assets except those measured at fair value through profit or loss are subject to review for impairment annually and written down when there is evidence of impairment based on certain specific criteria as detailed further on.

The Company derecognizes financial liabilities only when its obligations are discharged cancelled or they expire. The difference between the carrying value of the financial liability derecognized and the consideration paid and payable is recognized in profit or loss.

Fair value measurement

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date under current market conditions. The fair value measurement is based on the presumption that the transaction to sell the asset or transfer the liability takes place either:

In the principal market for the asset or liability; or in the absence of a principal market, in the most advantageous market for the asset or liability.

The principal or most advantageous market must be accessible by the Company.

The fair value of an asset or liability is measured using the assumptions that market participants would use when pricing the asset or liability assuming that market participants act in their economic best interests. A fair value measurement of a non-financial asset takes into account a market participant's ability to generate economic benefits by using the asset in its highest and best use or by selling it to another market participant that would use the asset in its highest and best use.

The Company uses valuation techniques that are appropriate in the circumstances and for which sufficient data are available to measure fair value, maximizing the use of relevant observable inputs and minimizing the use of unobservable inputs.

All assets and liabilities for which fair value is measured or disclosed in the consolidated financial statements are categorized within the fair value hierarchy, described as follows, based on the lowest level input that is significant to the fair value measurement as a whole:

Level 1 – Quoted (unadjusted) market prices in active markets for identical assets or liabilities

Level 2 – Valuation techniques for which the lowest level input that is significant to the fair value measurement is directly or indirectly observable

Level 3 – Valuation techniques for which the lowest level input that is significant to the fair value measurement is unobservable

For the purpose of fair value disclosures, the Company has determined classes of assets and liabilities on the basis of the nature, characteristics and risks of the asset or liability and the level of the fair value hierarchy as explained above.

An impairment loss in respect of a financial asset measured at amortized cost is calculated as the difference between the carrying value and the present value of the estimated future cash flows discounted at the asset's original effective interest rate. Losses are recognized in profit or loss and reflected in an allowance against receivables.

Biological assets

The Company's biological assets consist of cannabis plants which are not yet harvested. These biological assets are measured at fair value less costs to sell and costs to complete. At the point of harvest, the biological assets are transferred to inventory at fair value less costs to sell and costs to complete. All direct and indirect costs of biological assets are expensed to production costs on the consolidated statement of loss and comprehensive loss in the period the costs are incurred. Unrealized fair value gains or losses arising from changes in fair value less cost to sell are included in the results of operations of the related period.

During the year ended December 31, 2018, the Company changed its accounting policy to expense all the direct and indirect costs of biological assets, as opposed to the prior accounting policy of capitalizing these costs. As a result, the production costs and unrealized gain from biological asset for the year-ended December 31, 2017 were understated by $31,230. The Company believes that the revised policy provides reliable and more relevant information to users of financial statements.

The following tables summarize the effects of the adjustments described above.

Line item on the consolidated statements of loss and comprehensive loss:

	2017	Increase/ (Decrease)	2017 Restated
Production costs	$ -	$ 31,230	$ 31,230
Unrealized gain from biological asset	$ 434,292	$ 31,230	$ 465,523

Inventory

Inventory of harvested bulk cannabis and finished goods are valued at the lower of cost and net realizable value. Inventories of harvested cannabis are transferred from biological assets at their fair value at harvest, which becomes the initial deemed cost. All subsequent direct and indirect post-harvest costs are capitalized to inventory as incurred, including labour related costs, consumables, packaging supplies, facilities costs including an allocation of overhead costs related to production facility, quality and testing costs, and related depreciation. Net realizable value is determined as the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale. Supplies and consumables are valued at the lower of costs and net realizable value, with cost determined based on an average cost basis.

Share-based compensation

The Company grants stock options to buy common shares of the Company through its stock option plan. The Company accounts for share-based payments using the fair value method. Share-based payments to employees are measured at the fair value of the instruments issued and amortized over the vesting periods. Share-based payments to nonemployees are measured at the fair value of goods or services received or the fair value of the equity instruments issued, if it is determined the fair value of the goods or services cannot be reliably measured, and are recorded at the date the goods or services are received. The corresponding amount is recorded to reserves. The fair value of options is determined using the Black–Scholes Option Pricing Model which incorporates all market vesting conditions. The number of shares and options expected to

vest is reviewed and adjusted at the end of each reporting period such that the amount recognized for services received as consideration for the equity instruments granted shall be based on the number of equity instruments that eventually vest. The Company grants stock options that are subject to various vesting terms.

Loss per share

The Company calculates basic loss per share using the weighted average number of common shares outstanding during the year. Diluted loss per share is the same as basic loss per share, as the issuance of shares on the exercise of stock options and share purchase warrants is anti-dilutive.

Income taxes

Income tax expense comprises current and deferred tax. Current tax and deferred tax are recognized in profit or loss except to the extent that it relates to a business combination, or items recognized directly in equity or in other comprehensive income.

Current tax is the expected tax payable or receivable on the taxable income or loss for the year, using tax rates enacted or substantively enacted at the reporting date, and any adjustment to tax payable in respect of previous years.

Deferred tax is recognized in respect of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for taxation purposes. Deferred tax is not recognized for the following temporary differences: the initial recognition of assets or liabilities in a transaction that is not a business combination and that affects neither accounting nor taxable profit or loss, and differences relating to investments in subsidiaries and jointly controlled entities to the extent that it is probable that they will not reverse in the foreseeable future. In addition, deferred tax is not recognized for taxable temporary differences arising on the initial recognition of goodwill. Deferred tax is measured at the tax rates that are expected to be applied to temporary differences when the related asset is realized or liability is settled, based on the laws that have been enacted or substantively enacted by the reporting date.

Deferred tax assets and liabilities are offset if there is a legally enforceable right to offset current tax liabilities and assets, and they relate to income taxes levied by the same tax authority on the same taxable entity, or on different tax entities, but they intend to settle current tax liabilities and assets on a net basis or their tax assets and liabilities will be realized simultaneously.

A deferred tax asset is recognized for unused tax losses, tax credits and deductible temporary differences, to the extent that it is probable that future taxable profits will be available against which they can be utilized. Deferred tax assets are reviewed at each reporting date and are reduced to the extent that it is no longer probable that the related tax benefit will be realized.

Related party transactions

Parties are considered to be related if one party has the ability, directly or indirectly, to control the other party or exercise significant influence over the other party in making financial and operating decisions. Parties are also considered to be related if they are subject to common control, related parties may be individuals or corporate entities. A transaction is considered to be a related party transaction when there is a transfer of resources or obligations between related parties.

Business combinations and asset acquisition

A business combination is a transaction or event in which an acquirer obtains control of one or more businesses and is accounted for using the acquisition method. The total consideration paid for the acquisition is the aggregate of the fair values of assets acquired, liabilities assumed, and equity instruments issued in exchange for control of the acquiree at the acquisition date. The acquisition date is the date when the Company obtains control of the acquiree. The identifiable assets acquired, and liabilities assumed are recognized at their acquisition date fair values, except for deferred taxes and share-based payment awards where IFRS provides exceptions to

recording the amounts at fair value. Goodwill represents the difference between total consideration paid and the fair value of the net-identifiable assets acquired. Acquisition costs incurred are expensed to profit or loss.

Contingent consideration is measured at its acquisition date fair value and is included as part of the consideration transferred in a business combination, subject to the applicable terms and conditions. Contingent consideration that is classified as equity is not remeasured at subsequent reporting dates and its subsequent settlement is accounted for within equity. Contingent consideration that is classified as an asset or a liability is remeasured at subsequent reporting dates in accordance with IFRS 9 Financial Instruments with the corresponding gain or loss recognized in profit or loss.

Based on the facts and circumstances that existed at the acquisition date, management will perform a valuation analysis to allocate the purchase price based on the fair values of the identifiable assets acquired and liabilities assumed on the acquisition date. Management has one year from the acquisition date to confirm and finalize the facts and circumstances that support the finalized fair value analysis and related purchase price allocation. Until such time, these values are provisionally reported and are subject to change. Changes to fair values and allocations are retrospectively adjusted in subsequent periods.

In determining the fair value of all identifiable assets acquired and liabilities assumed, the most significant estimates generally relate to contingent consideration and intangible assets. Management exercises judgment in estimating the probability and timing of when earn-outs are expected to be achieved, which is used as the basis for estimating fair value. Identified intangible assets are fair valued using appropriate valuation techniques which are generally based on a forecast of the total expected future net cash flows of the acquiree. Valuations are highly dependent on the inputs used and assumptions made by management regarding the future performance of these assets and any changes in the discount rate applied.

Acquisitions that do not meet the definition of a business combination are accounted for as asset acquisitions. Consideration paid for an asset acquisition is allocated to the individual identifiable assets acquired and liabilities assumed based on their relative fair values. Asset acquisitions do not give rise to goodwill.

Changes in Accounting Pronouncements Applicable to the Company.

Adoption of new pronouncements

The Company has adopted the following new or amended IFRS standards for the annual period beginning on January 1, 2018.

IFRS 15, Revenue from Contracts with Customers (“IFRS 15”)

IFRS 15 specifies how and when revenue should be recognized based on a five-step model, which is applied to all contracts with customers. The Company has applied IFRS 15 retrospectively and determined that there is no change to the comparative periods or transitional adjustments required as a result of the adoption of this standard.

The Company’s accounting policy for revenue recognition under IFRS 15 is to follow a five-step model to determine the amount and timing of revenue to be recognized:

1. Identifying the contract with a customer
2. Identifying the performance obligations within the contract
3. Determining the transaction price
4. Allocating the transaction price to the performance obligations
5. Recognizing revenue when/as performance obligation(s) are satisfied.

Revenue from the sale of cannabis to customers is recognized when the Company transfers control of the good to the customer. Control of the product transfers at a point in time either upon shipment to or receipt by the customer, depending on the contractual terms.

The Company recognizes revenue in an amount that reflects the consideration that the Company

expects to receive taking into account any variation that may result from rights of return.

As the Company did not have any revenue in the prior year nor any contracts with customers that would result in a change from IAS 18 accounting policies, no transitional adjustments were required.

IFRS 9, Financial Instruments ("IFRS 9")

IFRS 9 uses a single approach to determine whether a financial asset is measured at amortized cost or fair value, replacing the multiple rules in IAS 39, Financial Instruments: Recognition and Measurement ("IAS 39"). The classification is based on two criteria: the Company's business objectives for managing the assets; and whether the financial instruments' contractual cash flows represent "solely payments of principal and interest" on the principal amount outstanding (the "SPPI test"). Financial assets are required to be reclassified only when the business model under which they are managed has changed. All reclassifications are to be applied prospectively from the reclassification date. Financial liabilities are classified in a similar manner as under IAS 39.

The assessment of the Company's business models for managing its financial assets was made as of the date of initial application of January 1, 2018 or on initial recognition. The assessment of whether contractual cash flows on debt investments meet the SPPI test was made based on the facts and circumstances as at the initial recognition of the financial assets.

Financial assets

Initial recognition
The Company initially recognizes financial assets at fair value on the date that the Company becomes a party to the contractual provisions of the instrument. The Company derecognizes a financial asset when the contractual rights to the cash flows from the asset expire, or it transfers the rights to receive the contractual cash flows on the financial asset in a transaction in which substantially all the risks and rewards of ownership of the financial asset are transferred.

Classification and measurement

Under IFRS 9, financial assets are initially measured at fair value. In the case of a financial asset not categorized as fair value through profit or loss ("FVTPL"), transaction costs are included. Transaction costs of financial assets carried at FVTPL are expensed in net income (loss).

Subsequent classification and measurement of financial assets depends on the Company's business objective for managing the asset and the cash flow characteristics of the asset:

Amortized cost – Financial assets held for collection of contractual cash flows that meet the SPPI test are measured at amortized cost. Interest income is recognized as Other income (expense) in the consolidated financial statements, and gains/losses are recognized in net income (loss) when the asset is derecognized or impaired.

Fair value through other comprehensive income ("FVOCI") – Financial assets held to achieve a particular business objective other than short-term trading are designated at FVOCI. IFRS 9 also provides the ability to make an irrevocable election at initial recognition of a financial asset, on an instrument-by-instrument basis, to designate an equity investment that would otherwise be classified as FVTPL and that is neither held for trading nor contingent consideration arising from a business combination to be classified as FVOCI. There is no recycling of gains or losses through net income (loss). Upon derecognition of the asset, accumulated gains or losses are transferred from Other comprehensive income ("OCI") directly to Deficit.

FVTPL – Financial assets that do not meet the criteria for amortized cost or FVOCI are measured at FVTPL.

Financial liabilities

The Company initially recognizes financial liabilities at fair value on the date at which the Company becomes a party to the contractual provisions of the instrument. The Company derecognizes a financial liability when its contractual obligations are discharged or cancelled or expire. The subsequent measurement of financial liabilities is determined based on their classification as follows:

(i) FVTPL – Derivative financial instruments entered into by the Company that do not meet hedge accounting criteria are classified as FVTPL. Gains or losses on these types of financial liabilities are recognized in net income (loss).

(ii) Amortized cost – All other financial liabilities are classified as amortized cost using the effective interest method. Gains and losses are recognized in net income (loss) when the liabilities are derecognized as well as through the amortization process.

Consistent with IAS 39, all financial liabilities held by the Company under IFRS 9 are initially measured at fair value and subsequently measured at amortized cost.

The following table summarizes the original measurement categories under IAS 39 and the new measurement categories under IFRS 9 for each class of the Company's financial assets and financial liabilities:

	IAS 39 Classification	IFRS 9 Classification
Financial Assets		
Cash	FVTPL	Amortized cost
Accounts receivable	Loans and receivables	Amortized cost
Financial Liabilities		
Trade and other payables	Other liabilities	Amortized cost
Due to related parties	Other liabilities	Amortized cost

Impairment

Under IFRS 9, the Company is required to apply an expected credit loss ("ECL") model to all debt financial assets not held at FVTPL, where credit losses that are expected to transpire in futures years are provided for, irrespective of whether a loss event has occurred or not as at the statement of financial position date. For receivables, the Company has applied the simplified approach under IFRS 9 and has calculated ECLs based on lifetime expected credit losses taking into considerations historical credit loss experience and financial factors specific to the debtors and general economic conditions. The Company has assessed the impairment of its receivable using the expected credit loss model, and no material difference was noted.

The adoption of IFRS 9 did not result in any transition adjustments recognized as of January 1, 2018.

New and revised pronouncements issued but not effective.

Standards issued but not yet effective up to the date of issuance of the Company's consolidated financial statements are listed below except those which the Company does not expect any impacts on the consolidated financial statements.

IFRS 16 - Leases

In January 2016, the IASB issued IFRS 16 "Leases", which replaces IAS 17 "Leases". For lessees applying IFRS 16, a single recognition and measurement model for leases would apply, with required recognition of assets and liabilities for most leases. The standard will come into effect for annual periods beginning on or after January 1, 2019, with earlier adoption permitted. The Company is currently evaluating the impact of the standard on its consolidated financial statements; however, the impact is not anticipated to be material the financial statements as the Company owns its current operating facility.

Risks.

Reliance on License

WGBC's ability to continue its business of growth, storage and distribution of Cannabis Products is dependent on maintaining the existing License and adherence to all regulatory requirements related to such License. Failure to comply with the requirements of the License or any failure to maintain the License may have a material adverse impact on WGBC's business, financial condition and results of operations. Although WGBC believes it will meet the requirements for future extensions or renewals of the License, there can be no guarantee that a new License will be granted, extended or renewed as necessary or, if extended or renewed, that the License will be extended or renewed on the same or similar terms. Should Health Canada not extend or renew the License or should it renew the License on different terms, WGBC's business, financial

condition and results of operations may be materially adversely affected.

Limited Operating History

WGBC was incorporated in 2013, the business of WGBC began operations in 2017 and started generating revenues from the sale of medical cannabis in 2018. WGBC is subject to all of the business risks and uncertainties associated with any early-stage enterprise, including under-capitalization, cash shortages, limitation with respect to personnel, financial and other resources, and lack of revenues.

WGBC has incurred operating losses in recent periods. Although WGBC achieved profitability for the three months ended in September 2019, it may not be able to maintain profitability and may incur significant losses in the future. In addition, WGBC expects to continue to increase operating expenses as it implements initiatives to grow its business. If WGBC's revenues do not increase to offset these expected increases in costs and operating expenses, WGBC will not be profitable. There is no assurance that WGBC will be successful in achieving a return on shareholders' investments and the likelihood of success must be considered in light of the early stage of operations.

Highly Regulated Industry

The laws, regulations and guidelines generally applicable to the cannabis industry domestically and internationally may change in ways currently unforeseen. WGBC's operations are subject to a variety of laws, regulations and guidelines relating to the manufacture, management, transportation, storage, sale, health and safety and disposal of cannabis, including the Cannabis Act and any similar provincial legislation of any province or territory of Canada regulating the cultivation, production, distribution or sale of cannabis ("Provincial Cannabis Legislation"), any regulations thereunder and applicable stock exchange rules and regulations. Any amendment to or replacement of existing laws may cause adverse effects to WGBC's operations. The risks to WGBC's business represented by subsequent regulatory changes could reduce the addressable market for WGBC's products and could materially and adversely affect WGBC's business, financial condition, results of operations and prospects. To the knowledge of management, other than routine corrections that may be required by Health Canada or a Provincial Cannabis Authority from time to time, WGBC is currently in compliance with all such laws. Achievement of WGBC's business objectives is contingent, in part, upon compliance with regulatory requirements enacted by governmental authorities and, where necessary, obtaining regulatory approvals. The impact of regulatory regimes, any delays in obtaining, or failure to obtain, regulatory approvals required may significantly delay or impact the development of WGBC's business and operations and could have a material adverse effect on WGBC's business, financial condition, results of operations and prospects. Any potential noncompliance could cause WGBC's business, financial condition, results of operations and prospects to be adversely affected. Further, any amendment to or replacement of the Cannabis Act and/or Provincial Cannabis Legislation and other applicable rules and regulations governing WGBC's business activities may cause adverse effects on WGBC's business, financial conditions and results of operations. The risks to WGBC's business associated with the decision to amend or replace the Cannabis Act and/or Provincial Cannabis Legislation, and subsequent regulatory changes, could reduce the addressable market for WGBC's products and could materially and adversely affect WGBC's business, financial condition, results of operations and prospects.

WGBC will incur ongoing costs and obligations related to regulatory compliance. Failure to comply with applicable laws and regulations could subject WGBC to regulatory or agency proceedings or investigations and may result in enforcement actions thereunder, including orders issued by regulatory or judicial authorities causing operations to cease or be curtailed, and may include damage awards, fines, penalties or corrective measures requiring capital expenditures or remedial actions. Parties may be liable for civil or criminal fines or penalties imposed for violations of applicable laws or regulations. The outcome of any regulatory or agency proceedings, investigations, audits, and other contingencies could harm WGBC's reputation and no assurance can be given that any pending or future regulatory or agency proceedings, investigations and audits will not result in substantial costs or a diversion of management's attention and resources. Amendments to current laws, regulations and permitting requirements, or more stringent application of existing laws or regulations, may have a material adverse impact on WGBC's business, resulting in increased capital expenditures or production costs, reduced levels of cannabis production or abandonment or delays in the development of facilities.

Inspectors routinely assess the Creston Facility under the Cannabis Act and the Provincial

Cannabis Legislation and its regulations and provide WGBC with follow up reports noting observed deficiencies. WGBC is continuously reviewing and enhancing its operational procedures and facilities both proactively and in response to routine inspections. WGBC follows all regulatory corrections in response to inspections in a timely manner. If WGBC fails to comply with applicable laws, regulations and guidelines, WGBC may incur additional costs or penalties, or WGBC's operations may be restricted or shut down.

In addition, the introduction of new tax laws, regulations or rules, or changes to, or differing interpretation of, or application of, existing tax laws, regulations or rules in Canada or any of the jurisdictions in which WGBC operates could result in an increase in taxes, or other governmental charges, duties or impositions. No assurance can be given that new tax laws, regulations or rules will not be enacted or that existing tax laws, regulations or rules will not be changed, interpreted or applied in a manner which could result in WGBC's profits being subject to additional taxation or which could otherwise have a material adverse effect. Due to the complexity and nature of WGBC's operations, various legal and tax matters may be outstanding from time to time. If WGBC is unable to resolve any of these matters favorably, it may have a material adverse effect on WGBC.

Product Recalls

Manufacturers and distributors of products are sometimes subject to the recall or return of their products for a variety of reasons, including product defects, such as contamination, unintended harmful side effects or interactions with other substances, packaging safety and inadequate or inaccurate labeling disclosure. If any of the Cannabis Products are recalled due to an alleged product defect or for any other reason, WGBC could be required to incur the unexpected expense of the recall and any legal proceedings that might arise in connection with the recall. WGBC may lose a significant amount of sales and may not be able to replace those sales at an acceptable margin or at all. In addition, a product recall may require significant management attention. Although WGBC intends to have detailed procedures in place for testing proposed finished products, there can be no assurance that any quality, potency or contamination problems will be detected in time to avoid unforeseen product recalls, regulatory action or lawsuits. Additionally, if one of WGBC's proposed products were subject to recall, the reputation of that product and WGBC could be harmed. A recall for any of the foregoing reasons could lead to decreased demand for products produced by WGBC and could have a material adverse effect on the results of operations and financial condition of WGBC. Additionally, product recalls may lead to increased scrutiny of the operations of WGBC by Health Canada or other regulatory agencies, requiring further management attention and potential legal fees and other expenses.

Foreign Investment in Cannabis Companies

Certain jurisdictions may prohibit or restrict its citizens or residents from investing in or transacting with companies involved in the cannabis industry, even if such companies only conduct business in jurisdictions where cannabis is legal. In the United States, there have been certain instances of US Customs and Border Protection preventing citizens of foreign countries from entering the United States for reasons related to the cannabis industry.

Operations in Foreign Jurisdictions

WGBC may have operations in additional emerging markets in the future. Such operations could expose WGBC to the socioeconomic conditions as well as the laws governing the cannabis industry in such countries. Inherent risks with conducting foreign operations include, but are not limited to: high rates of inflation; extreme fluctuations in currency exchange rates, military repression; war or civil war; social and labor unrest; organized crime; hostage taking; terrorism; violent crime; expropriation and nationalization; renegotiation or nullification of existing Licenses, approvals, permits and contracts; changes in taxation policies; restrictions on foreign exchange and repatriation; and changing political norms, banking and currency controls and governmental regulations that favor or require us to award contracts in, employ citizens of, or purchase supplies from, the jurisdiction.

Governments in certain foreign jurisdictions intervene in their economies, sometimes frequently, and occasionally make significant changes in policies and regulations. Changes, if any, in the cannabis industry or investment policies or shifts in political attitude in the countries in which WGBC may operate may adversely affect its operations or profitability. Operations may be affected in varying degrees by government regulations with respect to, but not limited to, restrictions on production, price controls, export controls, currency remittance, importation of

product and supplies, income and other taxes, royalties, the repatriation of profits, expropriation of property, foreign investment, maintenance of concessions, licenses, approvals and permits, environmental matters, land use, land claims of local people, water use and workplace safety. Failure to comply strictly with applicable laws, regulations and local practices could result in loss, reduction or expropriation of licenses, or the imposition of additional local or foreign parties as joint venture partners with carried or other interests.

WGBC continues to monitor developments and policies in the emerging markets; however, such developments cannot be accurately predicted and could have an adverse effect on WGBC's ability to operate in emerging markets.

Operating Risk and Insurance Coverage

WGBC has insurance to protect its assets, operations and employees. Such insurance is subject to coverage limits and exclusions and may not be available for the risks and hazards to which WGBC is exposed.

Growth Targets

WGBC's ability to continue the cultivation of cannabis products at the same pace as it is currently producing or at all, and WGBC's ability to continue to increase both WGBC's cultivation capacity and WGBC's production, may be affected by a number of factors, including plant design errors, non-performance by third party contractors, increases in materials or labor costs, construction performance falling below expected levels of output or efficiency, environmental pollution, contractor or operator errors, breakdowns, aging or failure of equipment or processes, labor disputes, as well as factors specifically related to indoor agricultural and processing practices, such as reliance on provision of energy and utilities of the facility, and potential impacts of major incidents or catastrophic events on the facility, such as fires, explosions, earthquakes or storms.

Additional Funding Requirements

WGBC's cash flow from its future cannabis operations may not be sufficient to fund its ongoing activities at all times. From time to time, WGBC may require additional financing in order to carry out its cannabis cultivation operations. Failure to obtain such financing on a timely basis could cause WGBC to miss certain acquisition opportunities and reduce or terminate its operations. If WGBC's cash flow from operations and current cash balance is not sufficient to satisfy its capital expenditure requirements, there can be no assurance that additional debt or equity financing will be available to meet these requirements or available on favorable terms.

Restrictions on Sales and Marketing

The cannabis industry is in its early development stage and restrictions on sales and marketing activities imposed by Health Canada, various associations, other governmental or quasi-governmental bodies or voluntary industry associations may adversely affect WGBC's ability to conduct sales and marketing activities and could have a material adverse effect on WGBC's business, financial condition, results of operations and prospects.

Legislative or Regulatory Reform and Compliance

The commercial Cannabis industry is a new industry, and we anticipate that such regulations will be subject to change as the Canadian federal government and provincial governments monitor licensees in action. WGBC's operations are subject to a variety of laws, regulations, guidelines and policies, in Canada, relating to the cultivation, manufacture, import, export, management, packaging/labelling, advertising and promotion, sale, transportation, storage and disposal of Cannabis but also including laws and regulations relating to drugs, controlled substances, health and safety, the conduct of operations and the protection of the environment. While to the knowledge of management, WGBC is currently in compliance with all such laws, any changes to such laws, regulations, guidelines and policies due to matters beyond WGBC's control may cause adverse effects to WGBC's operations.

Environmental Regulations and Risks

WGBC's operations are subject to environmental regulation in British Columbia specifically and across Canada generally These regulations mandate, among other things, the maintenance of air and water quality standards and land reclamation. They also set forth limitations on the generation, transportation, storage and disposal of solid and hazardous waste. Environmental legislation is evolving in a manner which will require stricter standards and enforcement, increased fines and penalties for non-compliance, more stringent environmental assessments of

proposed projects and a heightened degree of responsibility for companies and their officers, directors and employees. There is no assurance that future changes in environmental regulation, if any, will not adversely affect WGBC's operations.

Government approvals and permits are currently and may in the future be required in connection with WGBC's operations. To the extent such approvals are required and not obtained, WGBC may be curtailed or prohibited from proceeding with the development of its operations as currently proposed.

Failure to comply with applicable laws, regulations and permitting requirements may result in enforcement actions thereunder, including orders issued by regulatory or judicial authorities causing operations to cease or be curtailed, and may include corrective measures requiring capital expenditures, installation of additional equipment, or remedial actions. WGBC may be required to compensate those suffering loss or damage by reason of its operations and may have civil or criminal fines or penalties imposed for violations of applicable laws or regulations.

Risks Inherent in an Agriculturally Dependent Business

WGBC's business revolves mainly around the growth of cannabis, an agricultural product. Such business will be subject to the risks inherent in the agricultural business, such as insects, plant diseases and similar agricultural risks. Although WGBC expects to grow its product in a climate controlled, monitored, indoor location, there can be no assurance that natural elements will not have a material adverse effect on any such future production.

Third Party Transportation

In order for WGBC to distribute its products, WGBC must depend on third party transportation services. This can cause logistical problems with and delays in WGBC ship its orders and cannot be directly controlled by WGBC. Any delay by third party transportation services may adversely affect WGBC's financial performance.

Moreover, security of the product during transportation to and from locations to which WGBC delivers retail products is critical due to the nature of the product. A breach of security during transport could have material adverse effects on WGBC's business, financials and prospects. Any such breach could impact WGBC's ability to continue operating under its License or the prospect of renewing its License.

Unfavorable Publicity or Consumer Perception

WGBC believes the cannabis industry is highly dependent upon consumer perception regarding the safety, efficacy and quality of cannabis and related products distributed to such consumers. Consumer perception of WGBC's products can be significantly influenced by scientific research or findings, regulatory investigations, litigation, media attention and other publicity regarding the consumption of Cannabis Products. There can be no assurance that future scientific research, findings, regulatory proceedings, litigation, media attention or other research findings or publicity will be favorable to the cannabis market or any particular product, or consistent with earlier publicity. Future research reports, findings, regulatory proceedings, litigation, media attention or other publicity that are perceived as less favorable than, or that question, earlier research reports, findings or publicity could have a material adverse effect on the demand for WGBC's products and the business, results of operations, financial condition and cash flows of WGBC. WGBC's dependence upon consumer perceptions means that adverse scientific research reports, findings, regulatory proceedings, litigation, media attention or other publicity, whether or not accurate or with merit, could have a material adverse effect on WGBC, the demand for WGBC's products, and the business, results of operations, financial condition and cash flows of WGBC.

Further, adverse publicity reports or other media attention regarding the safety, efficacy and quality of cannabis and related products in general, or the Cannabis Products specifically, or associating the consumption of cannabis or related products with illness or other negative effects or events, could have such a material adverse effect. Such adverse publicity reports or other media attention could arise even if the adverse effects associated with such products resulted from consumers' failure to consume such products appropriately or as directed. The increased usage of social media and other web-based tools used to generate, publish and discuss user-generated content and to connect with other users has made it increasingly easier for individuals and groups to communicate and share opinions and views in regard to WGBC and its activities, whether true or not. Although WGBC believes that it operates in a manner that is respectful to all stakeholders and that it takes care in protecting its image and reputation, it does not ultimately

have direct control over how it is perceived by others. Reputational loss may result in decreased investor confidence, increased challenges in developing and maintaining community relations and an impediment to WGBC's overall ability to advance its projects, thereby having a material adverse impact on its financial performance, financial condition, cash flows and growth prospects.

Reputational Risk to Third Parties

The parties outside of the cannabis industry with which WGBC does business may perceive that they are exposed to reputational risk as a result of WGBC's cannabis business activities. Failure to establish or maintain business relationships could have a material adverse effect on WGBC.

Competition in the Cannabis Industry

The cannabis industry is highly competitive. WGBC competes for capital, acquisitions, leased property, skilled personnel, access to equipment, access to facilities and in many other respects with a substantial number of other organizations, many of which may have greater technical and financial resources than WGBC. Some of these organizations not only produce cannabis products but also carry on operations and market cannabis and other products on a worldwide basis. As a result of these complementary activities, some of the competitors of WGBC may have greater and more diverse competitive resources to draw on than WGBC.

Expansion of the Creston Facility

The construction on the Creston Facility is subject to various potential problems and uncertainties, and may be delayed or adversely affected by a number of factors beyond the control of WGBC, including the failure to obtain regulatory approvals, permits, delays in the delivery or installation of equipment by suppliers, difficulties in integrating new equipment with existing facilities, shortages in materials or labor, defects in design or construction, diversion of management resources, or insufficient funding or other resource constraints. Moreover, actual costs for construction may exceed budget. As a result of construction delays, cost overruns, changes in market circumstances or other factors, WGBC may not be able to achieve the intended economic benefits from the improvement of the Creston Facility, which in turn may materially and adversely affect WGBC's business, prospects, financial condition and results of operations.

Increased Costs of Capital

The business and operating results of WGBC could be harmed by factors such as the availability, terms and cost of capital, increases in interest rates or a reduction in credit rating. Changes in any one or more of these factors could cause the cost of doing business to increase, limit access to capital, limit WGBC's ability to pursue acquisition opportunities, reduce cash flows and place WGBC at a competitive disadvantage. Recent and continuing disruptions and volatility in the global financial markets may lead to an increase in interest rates or a contraction in credit availability impacting the ability of WGBC to finance operations. A significant reduction in the availability of credit could materially and adversely affect the ability of WGBC to achieve its planned operating results.

Ability to Attract and Retain Experienced Technical Personnel

WGBC Shareholders are entirely dependent on the management of WGBC with respect to the acquisition of certain assets, the development and acquisition of additional assets and the management and administration of all matters relating to WGBC's leased properties. The loss of the services of key individuals who currently comprise the management team could have a detrimental effect on WGBC.

Potential Litigation

From time to time, WGBC may be the subject of litigation. Claims under such litigation may be material. The types of claims WGBC may face include, without limitation, claims for breach of contract, environmental damage, negligence, product liability, tax, patent infringement and employment matters. The outcome of any such litigation is not certain but may materially impact WGBC's financial condition or results of operations. WGBC may also be subject to adverse publicity related to such claims, regardless whether WGBC is ultimately found responsible. In addition, WGBC may be required to incur significant expenses or devote significant resources defending any such litigation.

Potential Conflicts of Interest for Directors and Officers of WGBC

There are potential conflicts of interest to which some of the directors and officers of WGBC will

be subject in connection with the operations of WGBC. Some of the directors and officers are engaged and will continue to be engaged in the cannabis industry on their own behalf and on behalf of other WGBCs, and situations may arise where the directors and officers will be in direct competition with WGBC. Conflicts of interest, if any, which arise will be subject to and be governed by procedures prescribed by the BCBCA which require a director or officer of a WGBC who is a party to or is a director or an officer of or has a material interest in any person who is a party to a material contract or proposed material contract with WGBC, to disclose his interest and to refrain from voting on any matter in respect of such contract unless otherwise permitted under the BCBCA.

Other MD&A Requirements.

Outstanding Share Data.

Common Shares

WGBC is authorized to issue:

- an unlimited number of Class "A" Voting Common Participating shares without par value ("Class A Shares");
- an unlimited number of Class "B" Voting Common Participating shares without par value ("Class B Shares");
- an unlimited number of Class "C" Voting Common Non-Participating shares without par value ("Class C Shares");
- an unlimited number of Class "D" Voting Common Participating shares without par value ("Class D Shares");
- an unlimited number of Class "E" Voting Common Participating shares without par value ("Class E Shares");
- an unlimited number of Class "F" Voting Common Participating shares without par value ("Class F Shares");
- an unlimited number of Class "G" Voting Common Participating shares without par value ("Class G Shares");
- an unlimited number of Class "H" Non-Voting Common Participating shares without par value ("Class H Shares");
- an unlimited number of Class "I" Non-Voting Common Participating shares without par value ("Class I Shares");
- an unlimited number of Class "J" Non-Voting Common Participating shares without par value ("Class J Shares"); and
- an unlimited number of Class "K" Non-Voting Common Participating shares without par value ("Class K Shares").

(collectively, the "Common Shares").

As of December 31, 2018, the Corporation has 12,450,000 Class A Shares, 8,250,000 Class B Shares, 14,250,000 Class H Shares, 4,875,000 Class I Shares, 2,250,000 Class J Shares and 15,125,003 Class K Shares issued and outstanding.

Preferred Shares

WGBC is authorized to issue:

- an unlimited number of Class "L" Non-Voting Preferred Redeemable/Retractable shares with a par of $0.01 per share ("Class L Shares") ;
- an unlimited number of Class "M" Non-Voting Preferred Redeemable/Retractable shares with a par value of $100.00 per share ("Class M Shares");
- an unlimited number of Class "N" Non-Voting Preferred Redeemable/Retractable shares with a par value of $100 .00 per share ("Class N Shares"); and
- an unlimited number of Class "O" Non-Voting Preferred Redeemable/Retractable shares with a par value of $0.01 per share ("Class O Shares").

(collectively, the "Preferred Shares").

As of December 31, 2018, the Corporation has no Preferred Shares outstanding.

Rights of Redemption

The Class L Shares and the Class M Shares may only be issued as consideration for the acquisition of property by WGBC in circumstances where the transferor of such property and WGBC have agreed to affect the transfer of such property pursuant to the provisions of the Tax Act. The redemption amount in respect of the Class L Shares and the Class M Shares shall be determined by the WGBC Board and shall be the amount by which the aggregate fair market value of all the property acquired by WGBC in the transaction exceeds the aggregate fair market value of all of the consideration ,other than any shares in WGBC or a right to receive such shares, paid by WGBC to the transferor of such property, subject to adjustment as set out in the articles of WGBC.

The redemption amount of the Class N Shares shall be $100.00 per Class N Share issued and the redemption amount of the Class O shares shall be $1.00 per Class O Share issued, any of which may be redeemed by WGBC on payment for each share to be redeemed of the redemption amount, together with any dividends declared and unpaid, provided that written notice of such redemption is given no less than fourteen days in advance.

Rights of Retraction

Any holder of Preferred Shares is entitled to require WGBC to redeem any or all of the Preferred Shares held by such holder, provided that written notice of such redemption is given to WGBC at its registered office, accompanied by properly endorsed certificates for those shares tendered for redemption. Upon receipt of such notice and such certificates, WGBC shall pay to such holder within 30 days an amount equal to the redemption amount on the shares tendered together will all dividends declared thereon and unpaid.

Payment of Dividends.

In each year and at the discretion of the WGBC Board, the WGBC Board may pay dividends to the holders of any one or more classes of shares of WGBC to the exclusion of the holders of any other class of shares of WGBC, but is specifically prohibited from declaring dividends on any class of shares of WGBC to the extent that such dividends declared would impair WGBC's ability to redeem any of the issued and outstanding redeemable classes of shares for their full outstanding redemption amount plus any declared but unpaid dividends thereon.

WGBC Options.

As of December 31, 2018, WGBC has issued 1,818,500 options to purchase WGBC Shares ("Options") outstanding with exercise prices ranging from $0.40 to $2.00 per Common Share.

APPENDIX K

EIGHT CAPITAL FAIRNESS OPINION

EIGHT CAPITAL

STRICTLY PRIVATE AND CONFIDENTIAL

November 5, 2019

Westleaf Inc.
Suite 1000, 517 – 10th Avenue SW
Calgary, AB T2R 0A8

Attention: The Board of Directors of Westleaf Inc.

Re: Written Fairness Opinion

Eight Capital ("**Eight Capital**", "**we**", or "**us**") understands that Westleaf Inc. ("**Westleaf**" or the "**Company**") intends to enter into an arrangement agreement (the "**Arrangement Agreement**") with We Grow BC Ltd. ("**WGBC**"), pursuant to which Westleaf will acquire all of the issued and outstanding shares of WGBC other than WGBC's Class "H" non-voting common participating shares ("**WGBC Class H Shares**") which are held by a wholly owned subsidiary of WGBC (the "**Transaction**"). As consideration for the purchase of the shares of WGBC that are not WGBC Class H Shares (the "**WGBC Arrangement Shares**"), the holders ("**WGBC Shareholders**") of WGBC Arrangement Shares will receive for each WGBC Arrangement Share held that number of common shares of Westleaf ("**Westleaf Shares**"): (i) in the case of WGBC Arrangement Shares that are not Class "C" shares of WGBC ("**WGBC Class C Shares**"), equal to the product determined by multiplying the number of WGBC Arrangement Shares held by such WGBC Shareholder by 4.264 (the "**Exchange Ratio**"), and (ii) in the case of WGBC Arrangement Shares that are WGBC Class C Shares, on a one-for-one basis. In addition, holders ("**WGBC Optionholders**") of options to purchase WGBC Arrangement Shares ("**WGBC Options**") will receive for each WGBC Option held, such number of options to purchase Westleaf Shares ("**Westleaf Options**") equal to the product determined by multiplying the number of WGBC Options held by such WGBC Optionholder by the Exchange Ratio at an exercise price per share equal to (i) the exercise price per WGBC Arrangement Share of such WGBC Option immediately prior to the issuance of the Westleaf Options, divided by (ii) the Exchange Ratio, rounding the resulting exercise price up to the nearest whole cent. Holders of warrants to purchase WGBC Class C Shares ("**WGBC Warrants**") shall also exchange WGBC Warrants for warrants to purchase Westleaf Shares on a one-for-one basis.

We understand that the Transaction will be conditional upon the satisfaction of certain customary conditions, including: (i) receipt of stock exchange and all regulatory approvals; (ii) receipt of all required shareholder approvals; (iii) all covenants of Westleaf and WGBC shall have been performed on or before closing the Transaction; (iv) the representations and warranties of Westleaf and WGBC shall be true and correct; and (v) a material adverse effect shall not have occurred with respect to Westleaf or WGBC.

Engagement of Eight Capital

By letter agreement dated July 10, 2019, as amended by an amending agreement dated September 24, 2019 (together, the "**Engagement Agreement**"), the Company retained Eight Capital as its exclusive financial advisor and to, among other things, provide an opinion to the board of directors of Westleaf (the "**Board of Directors**") concerning the fairness to Westleaf, from a financial point of view, of the consideration to be paid by Westleaf for the acquisition of WGBC pursuant to the Transaction (the "**Opinion**"). In that regard, Eight Capital provided a verbal fairness opinion to the Board of Directors on November 5, 2019, confirming the fairness to Westleaf, from a financial point of view, of the consideration to be paid by Westleaf for the acquisition of WGBC pursuant to the Transaction.

Under the terms of the Engagement Agreement, Eight Capital will be paid a fee for rendering this Opinion, no portion of which is conditional upon this Opinion being favourable. Eight Capital is also entitled to (i) a work fee in connection with its services pursuant to the Engagement Agreement; (ii) a completion fee payable upon the successful completion of the Transaction; and (iii) reimbursement for reasonable out-of-pocket expenses incurred by Eight Capital in carrying out its obligations under the Engagement Agreement, whether or not the

Transaction is completed. Westleaf has also agreed to indemnify Eight Capital in respect of certain liabilities that might arise out of our engagement.

Pursuant to the terms of the Engagement Agreement, all written and oral opinions, advice, analysis and materials provided by Eight Capital in connection with our engagement thereunder, including the contents of any oral or written presentations, are intended solely for the benefit of Westleaf and for internal use only in considering the Transaction and no such opinion, advice or material will be used for any other purpose whatsoever or reproduced, disseminated, quoted from or referred to in whole or in part at any time, in any manner of for any purpose, without Eight Capital's prior written consent in each specific instance.

Relationship with Interested Parties

None of Eight Capital's associates or affiliates is an insider, associate or affiliate (as those terms are defined in the *Securities Act* (Ontario)) of Westleaf, WGBC or any of their respective associates or affiliates.

As of the date hereof, Eight Capital and its affiliates own or control (i) less than 1.0% of the Westleaf Shares; and (ii) less than 1.0% of the common shares of WGBC.

Eight Capital participated as a co-manager in Westleaf's offering of 23,656,945 subscription receipts units for aggregate gross proceeds of $20,108,403.25, closed on December 4, 2018.

Neither Eight Capital nor any of its associates or affiliates have provided any financial advisory services or participated in any financings involving WGBC or any of its associates or affiliates within the past twelve months.

Eight Capital may, in the future, in the ordinary course of business, perform financial advisory or investment banking services for Westleaf, WGBC or any of their respective associates or affiliates (the "**Transaction Parties**"). Eight Capital acts as a trader and dealer, both as principal and agent, in major financial markets and, as such, may, in the ordinary course of its business, have had and may in the future have positions in the securities of the Transaction Parties and, from time to time, may have executed or may execute transactions on behalf of the Transaction Parties or clients for which it received or may receive compensation. As an investment dealer, Eight Capital conducts research on securities and may, in the ordinary course of its business, provide research reports and investment advice to its clients on investment matters, including with respect to the Transaction Parties or the Transaction. The rendering of this Opinion will not in any way affect Eight Capital's ability to continue to conduct such activities.

Credentials of Eight Capital

Eight Capital is one of Canada's leading independent full-service investment dealers with operations in mergers and acquisitions, corporate finance, equity sales and trading and investment research and a member of the Investment Industry Regulatory Organization of Canada and the Canadian Investor Protection Fund. The Opinion expressed herein is the opinion of Eight Capital, the form and content of which have been approved for release by a committee of its executives, each of whom is experienced in merger, acquisition, divestiture and valuation matters.

Scope of Review

The assessment of fairness, from a financial point of view, must be determined in the context of the Transaction. In connection with rendering our Opinion, we have reviewed or carried out (as applicable), considered and relied upon, among other things, the following:

a) Arrangement Agreement;
b) Forms of Voting and Support Agreements in connection with the Transaction;
c) Audited financial statements of WGBC for the financial years ended December 31, 2017 and December 31, 2016;
d) Unaudited financial statements of WGBC for the financial year ended December 31, 2018;

e) Certain other internal financial, operational, corporate and other information prepared or provided by the management of Westleaf and WGBC;
f) Public filings submitted by Westleaf to securities commissions or similar regulatory authorities in Canada since November 22, 2018, which are available on SEDAR, including audited annual financial statements, management information circulars, filing statements, material change reports, press releases and interim financial statements;
g) Discussions with senior management of Westleaf with respect to the information referred to herein and other issues considered by Eight Capital to be relevant;
h) Discussions with senior management of WGBC with respect to the information referred to herein and other issues considered by Eight Capital to be relevant;
i) Certain public information relating to the business, financial and operating performance and equity trading history of Westleaf and other selected public companies, to the extent considered by Eight Capital to be relevant;
j) Public information with respect to certain change of control transactions considered by Eight Capital to be relevant;
k) Selected investment research reports published by equity research analysts and industry sources regarding Westleaf;
l) Such other economic, financial market, industry and corporate information, investigations and analyses as Eight Capital considered necessary and appropriate in the circumstances.

We have not, to the best of our knowledge, been denied access by Westleaf to any information which we requested. Eight Capital has assumed the completeness, accuracy and fair representation of all financial and other information, data, advice, opinions and representations obtained by us from public sources, including information relating to Westleaf and WGBC, or provided to us as typical of this type of engagement. Eight Capital has not attempted to verify the accuracy or completeness of any such information, data, advice, opinions and representations.

Assumptions and Limitations

The Opinion is subject to the assumptions, explanations and limitations set forth below. We have not been asked to prepare and have not prepared a formal valuation or appraisal of Westleaf, WGBC or any of their respective affiliates or of any of the assets, liabilities or securities of Westleaf or WGBC or any of their respective affiliates, and our Opinion should not be construed as such. In addition, this Opinion is not, and should not be construed as, advice as to the price at which common shares of either Westleaf, WGBC or the issuer resulting from the Transaction may trade or be valued at any future date.

With Westleaf's approval, we have relied upon and have assumed the completeness, accuracy and fair presentation of all financial and other information, data, advice, opinions and representations obtained by us from public sources, or provided to us by Westleaf and its respective affiliates or otherwise obtained pursuant to our engagement and our opinion is conditional upon such completeness, accuracy and fair presentation. Subject to the exercise of professional judgement and except as expressly described herein, we have not been requested to, or attempted to verify independently the completeness, accuracy or fairness of presentation of any of such information. We have not conducted or provided any valuation or appraisal of any assets or liabilities, nor have we evaluated the solvency of Westleaf, WGBC or any of their respective affiliates under any provincial or federal laws relating to bankruptcy, insolvency or similar matters. Without limiting the foregoing, we have not separately met with the independent auditor of Westleaf in connection with preparing our Opinion and with Westleaf's permission we have assumed the accuracy and fair presentation, and relied upon, Westleaf's audited financial statements and the reports of auditors thereon, WGBC's audited financial statements, and the interim unaudited financial statements of each of Westleaf and WGBC.

With respect to historical financial data, operating and financial forecasts and budgets and other forward-looking information provided to us concerning Westleaf, WGBC and/or the proposed Transaction described under the slide "Scope of Review" and relied upon in our analysis, we have assumed that they have been reasonably prepared on a basis reflecting the most reasonable assumptions, estimates and judgments of management of Westleaf and WGBC, respectively, having regard to its business, plans, financial conditions and future prospects.

In providing our Opinion, we will also assume that: (i) each of Westleaf and WGBC will comply in all material respects with the terms of the Arrangement Agreement; (ii) any governmental, regulatory or other consents and approvals necessary for the completion of the Transaction will be waived or satisfied without any adverse effect on Westleaf, WGBC or the Transaction; (iii) the Transaction will be completed substantially in accordance with its terms as set forth in the Arrangement Agreement and without any adverse waiver or amendment of any material term or condition thereof and all applicable laws; other than the Arrangement Agreement.

Except as expressly noted above and under the slide "Scope of Review", we have not conducted any investigation concerning the financial condition, assets, liabilities (contingent or otherwise), business, operations or prospects of Westleaf, WGBC or any of their respective affiliates.

Westleaf has represented to us, in a certificate of the Chief Executive Officer and the Chief Financial Officer of Westleaf dated the date hereof, among other things, that the information (financial or otherwise), data, documents and other materials of whatsoever nature or kind provided to us by or on behalf of Westleaf regarding Westleaf and its subsidiaries and their respective assets, including, without limitation, the written information and discussions concerning Westleaf referred to above under the heading "Scope of Review" (collectively, the "Information"), are true, complete and correct at the date the Information was provided to us and that, since the date on which the Information was provided to us, there has been no material change, financial or otherwise.

We are not legal, tax or accounting experts and we express no opinion concerning any legal, tax or accounting matters concerning the Transaction or the sufficiency of this letter for Westleaf's purposes.

In rendering our Opinion, Eight Capital will express no view as to the likelihood that the conditions to the Transaction will be satisfied or waived.

Our Opinion is rendered on the basis of securities markets, economic, financial and general business conditions prevailing as at the date hereof and the conditions and prospects, financial and otherwise, of Westleaf, as they are reflected in the information provided to us by Westleaf or otherwise obtained by us from public sources including the materials noted above under the slides "Scope of Review", and as they were represented to us in our discussions with management of Westleaf and its affiliates and advisors. Our Opinion is conditional on all assumptions being correct.

Our Opinion will be provided to the Board of Directors for its exclusive use only in considering the Transaction and may not be relied upon by any other person, used for any other purpose or published or disclosed to any other person without the prior written consent of Eight Capital. Our Opinion is not intended to be and does not constitute a recommendation to the Board of Directors or to any Westleaf shareholder, security holder or creditor. Our Opinion does not address the relative merits of the Transaction compared to any other business strategies or transactions that might be available to Westleaf.

Eight Capital believes that its financial analyses must be considered as a whole and that selecting portions of its analyses and the factors considered by it, without considering all factors and analyses together, could create a misleading view of the process underlying our Opinion. The preparation of a fairness opinion is complex and is not necessarily susceptible to partial analysis or summary description and any attempt to carry this out could lead to undue emphasis on any particular factor or analysis.

Our Opinion is given as of the date hereof and we disclaim any undertaking or obligation to advise any person of any change in any matter or fact affecting our Opinion that may come or be brought to our attention after the date hereof. Without limiting the foregoing, in the event there is any material change in any fact or matter affecting our Opinion after the date hereof, we reserve the right to change or withdraw our Opinion.

Approach to Fairness

In considering the fairness of the consideration to be paid by Westleaf for the acquisition of WGBC pursuant to the Transaction, from a financial point of view, to Westleaf, Eight Capital principally considered and relied upon the following approaches: (i) a comparison of selected financial multiples, to the extent publicly available, of selected precedent transactions to the multiples for Westleaf implied by the Transaction; (ii) a comparison of

selected financial multiples of comparable public trading companies and the implied value for Westleaf and WGBC; (iii) for Westleaf, an analysis of historical trading and analyst price targets; and (iv) a discounted cashflow analysis of Westleaf.

Opinion

Based upon and subject to the foregoing, and such other matters as we consider relevant, Eight Capital is of the opinion that, as of the date hereof, the consideration to be paid by Westleaf for the acquisition of WGBC pursuant to the Transaction is fair, from a financial point of view, to Westleaf.

Yours very truly,

Eight Capital

APPENDIX L

ALTACORP FAIRNESS OPINION

November 19, 2019

Board of Directors
We Grow BC Ltd.
#3007 – 6688 Arcola Street
Burnaby, British Columbia
V5E 0B3

To the Board of Directors of We Grow BC Ltd.:

AltaCorp Capital Inc. ("**AltaCorp**") understands that We Grow BC Ltd. ("**We Grow**" or the "**Company**") has entered into an arrangement agreement, dated November 7, 2019 (the **"Arrangement Agreement**") with Westleaf Inc. ("**Westleaf**") pursuant to which Westleaf has agreed to acquire all of the issued and outstanding common shares in the capital of We Grow (the "**We Grow Common Shares**"), other than the Class "H" non-voting common participating shares in the capital of We Grow (the "**Class H Shares**"), by way of a court approved plan of arrangement (the "**Arrangement**", and the transactions contemplated in the Arrangement Agreement being collectively referred to as the "**Transaction**").

Pursuant to the Arrangement, shareholders of We Grow ("**We Grow Shareholders**"), other than holders of Class H Shares and holders of Class "C" voting common participating shares in the capital of We Grow (the "**Class C Shares**"), may receive in respect of each We Grow Common Share, **4.264** common shares in the capital of Westleaf and holders of Class C Shares will receive common shares in the capital of Westleaf on a one-for-one basis ("**Westleaf Common Shares**" or the "**Consideration**"). Holders of options (the "**We Grow Optionholders**") to purchase We Grow Common Shares (the "**We Grow Options**") will receive for each We Grow Option, **4.264** options to purchase Westleaf Common Shares and holders of warrants to purchase We Grow Common Shares will receive warrants to purchase Westleaf Common shares on a one-for-one basis. The specific terms and conditions of the Transaction are fully described in the Arrangement Agreement and will be described in a joint management information circular (the "**Circular**") to be mailed to We Grow Shareholders, We Grow Optionholders, and to the holders of Westleaf Common Shares (the "**Westleaf Shareholders**") in connection with the Arrangement. We Grow Shareholders and Westleaf Shareholders are being asked to consider and vote on, among other matters, the Arrangement at a special meeting of We Grow Shareholders and We Grow Optionholders (the "**We Grow Meeting**") and at the special meeting of Westleaf Shareholders (the "**Westleaf Meeting**") to be held for such purposes.

The board of directors of We Grow (the "**Board**") has retained AltaCorp to provide advice and assistance to it in, among other things, evaluating the Transaction, including the preparation and delivery to the Board of AltaCorp's opinion as to the fairness, from a financial point of view, of the Consideration payable to the We Grow Shareholders pursuant to the Arrangement (this "**Fairness Opinion**"). AltaCorp has not been engaged to prepare, and have not prepared, a valuation or appraisal of Westleaf, We Grow, or any of We Grow's or Westleaf's assets or liabilities and the Fairness Opinion should not be construed as such.

ENGAGEMENT OF ALTACORP BY WE GROW

AltaCorp was engaged by We Grow pursuant to an engagement agreement (the "**Engagement Agreement**") dated October 5, 2019. The terms of the Engagement Agreement provide that AltaCorp will receive a fee for its services and is to be reimbursed for its reasonable out-of-pocket expenses. In addition, We Grow has agreed to indemnify AltaCorp, in certain circumstances, against certain expenses, losses, damages and liabilities incurred in connection with the provision of its services.

On November 4, 2019, at the request of the Board, AltaCorp orally delivered its fairness opinion based on the scope of review and subject to the assumptions and limitations set out herein. This Fairness Opinion provides the same opinion, in writing, as of the date hereof. Subject to the terms of the Engagement Agreement, AltaCorp consents to the inclusion of the Fairness Opinion in the Circular, with a summary thereof, in a form acceptable to AltaCorp, and to the filing thereof by We Grow and Westleaf with the applicable Canadian securities regulatory authorities.

CREDENTIALS OF ALTACORP

AltaCorp is a Canadian investment banking firm with operations in a broad range of investment banking activities, including corporate finance, mergers and acquisitions, equity sales and trading, and investment research. AltaCorp and its senior investment banking professionals have participated in a significant number of transactions involving public and private companies and have extensive experience in preparing valuations and fairness opinions.

This Fairness Opinion is the opinion of AltaCorp and its form and content have been approved by a committee of senior investment banking professionals of AltaCorp, each of whom is experienced in merger, acquisition, divestiture, valuation and fairness opinion matters.

INDEPENDENCE OF ALTACORP

Neither AltaCorp, nor any of its affiliates or associates is an insider, associate or affiliate (as those terms are defined in the *Securities Act* (Alberta)) of We Grow, Westleaf, or any of their respective associates or affiliates (each an "Interested Party", and collectively, the "Interested Parties"). Neither AltaCorp nor any of its affiliates or associates is an advisor to any Interested Party in respect to the Transaction other than to the Board pursuant to the Engagement Agreement.

Other than as set forth above, there are no understandings or agreements between AltaCorp and any of the Interested Parties with respect to future financial advisory or investment banking business. AltaCorp may in the future, in the ordinary course of its business, perform financial advisory or investment banking services for We Grow or any other Interested Party. In addition, AltaCorp has, and may in the future have, other normal course financial dealings with one or more of the Interested Parties.

AltaCorp acts as a trader and dealer, both as principal and agent, in major financial markets and, as such, may have and may in the future have positions in the securities of one or more of the Interested Parties and, from time to time, may have executed or may execute transactions on behalf of one or more of the Interested Parties or other clients for which it may have received or may receive compensation. As an investment dealer, AltaCorp conducts research on securities and may, in the ordinary course of its business, provide research reports and investment advice to its clients on investment matters, including matters with respect to the Transaction, or any of the Interested Parties.

SCOPE OF REVIEW

In connection with this Fairness Opinion, AltaCorp reviewed and relied upon (without attempting to verify independently the completeness or accuracy of) or carried out, among other things, the following:

1. the term sheet of We Grow and Westleaf, dated October 3, 2019;

2. the Arrangement Agreement;
3. unaudited interim financial statements of We Grow for the six months ended June 30, 2019 and 2018 and the management's discussion and analysis relating thereto;
4. the audited annual financial statements of We Grow for the years ended December 31, 2017 and December 31, 2016 and the management's discussion and analysis relating thereto;
5. the audited annual financial statements of We Grow for the year ended December 31, 2018 and the management's discussion and analysis relating thereto;
6. the audited annual financial statements of Westleaf for the year ended December 31, 2018 and for the period from August 22, 2017 to December 31, 2017 and the management's discussion and analysis relating thereto;
7. other public filings of Westleaf available on SEDAR;
8. certain internal financial, operating, corporate and other information prepared or provided by or on behalf of We Grow relating to the business, operations and financial condition of We Grow;
9. certain press releases issued by Westleaf;
10. certain publicly available information relating to the business, operations, financial condition and trading history of Westleaf and other selected public companies AltaCorp considered relevant;
11. certain internal management modelling, forecasts, projections, estimates and budgets prepared or provided by or on behalf of management of We Grow and Westleaf;
12. certain other non-public information in respect of We Grow and Westleaf;
13. certain due diligence questions posed to and answered by the management of each of We Grow and Westleaf in connection with the Arrangement;
14. discussions with senior management and certain members of the Board with respect to the information referred to above, business plan, financial condition, industry outlook and prospects and other issues considered relevant;
15. site visits to select key facilities of Westleaf, including Westleaf's extraction, process and manufacturing facility located in Calgary, Alberta and select Westleaf retail locations;
16. various reports published by equity research analysts and industry sources, as available, which AltaCorp considered relevant;
17. public information with respect to selected precedent transactions AltaCorp considered relevant; and
18. such other corporate, industry, and financial market information, investigations and analyses as AltaCorp considered necessary or appropriate in the circumstances.

AltaCorp has not, to the best of its knowledge, been denied access by We Grow to any information requested by AltaCorp. AltaCorp did not meet with the auditors of We Grow and has assumed the accuracy, completeness and fair presentation of, and has relied upon, without independent verification, the audited financial statements of We Grow and Westleaf and the reports of the auditors thereon.

This Fairness Opinion has been prepared in accordance with the Disclosure Standards for Formal Valuations and Fairness Opinions of the Investment Industry Regulatory Organization of Canada ("**IIROC**") but IIROC has not been involved in the preparation or review of this Fairness Opinion.

ASSUMPTIONS AND LIMITATIONS

With the Board's acknowledgement and agreement as provided for in the Engagement Agreement, AltaCorp relied upon the accuracy, completeness and fair presentation of all data and other information obtained by it from public sources, provided to it by or on behalf of We Grow and/or Westleaf, or otherwise obtained by AltaCorp (collectively, the "**Information**"). This Fairness Opinion is conditional

upon the accuracy, completeness and fair presentation of such Information. Subject to the exercise of professional judgment, and except as expressly described herein, AltaCorp has not attempted to verify independently the accuracy, completeness or fair presentation of any of the Information.

With respect to the budgets, forecasts, projections or estimates of We Grow and/or Westleaf provided to AltaCorp and used in its analyses, AltaCorp notes that projected future results are inherently subject to uncertainty. AltaCorp has assumed, however, that such budgets, forecasts, projections and estimates were prepared using the assumptions identified therein which AltaCorp has been advised are (or were at the time of preparation and continue to be), in the opinion of We Grow and/or Westleaf, reasonable in the circumstances. AltaCorp expresses no independent view as to the reasonableness of such budgets, forecasts, projections and estimates or the assumptions upon which they are based.

In preparing this Fairness Opinion, AltaCorp has made several assumptions, including that all final or executed versions of documents will conform in all material respects to the drafts provided to AltaCorp, conditions to the Transaction can and will be satisfied in due course, all consents, permissions, exemptions or orders of relevant regulatory authorities or third parties will be obtained, without adverse conditions or qualifications, the procedures being followed to implement the Transaction are valid and effective, the Circular will be distributed to Shareholders in accordance with all applicable laws, and the disclosure in the Circular will be accurate, in all material respects, and will comply, in all material respects, with the requirements of all applicable laws. In its analysis in connection with the preparation of this Fairness Opinion, AltaCorp made numerous assumptions with respect to industry performance, general business and economic conditions, and other matters, many of which are beyond the control of We Grow, Westleaf, or their respective affiliates. Among other things, AltaCorp has assumed the accuracy, completeness and fair presentation of and has relied upon, without independent verification, the financial statements forming part of the Information.

In rendering this Fairness Opinion, AltaCorp expresses no view as to the likelihood that the conditions respecting the Transaction will be satisfied or waived or that the Transaction will be implemented within the time frame indicated in the Circular. AltaCorp has also assumed that all of the representations and warranties contained in the draft of the Arrangement Agreement are true and correct as of the date hereof.

This Fairness Opinion has been provided for the use of the Board and is not intended to be, and does not constitute, a recommendation that any We Grow Shareholder or Westleaf Shareholder vote in favour of matters related to the Transaction, or that any holder of securities convertible into We Grow Common Shares or Westleaf Common Shares convert such securities into common shares. Additionally, AltaCorp expresses no opinion with respect to future trading prices of the securities of We Grow, or Westleaf as its successor following the Transaction. This Fairness Opinion does not address the relative merits of the Transaction as compared to other transactions or business strategies that might be available to We Grow, nor does it address the underlying We Grow business decision to enter into the Arrangement Agreement. In considering the fairness, from a financial point of view of the Consideration, AltaCorp considered the Transaction from the perspective of We Grow generally and did not consider the specific circumstances of any particular shareholder, including with regard to income tax considerations. This Fairness Opinion is rendered as of the date hereof on the basis of securities markets, economic and general business and financial conditions prevailing on that date and the condition and prospects, financial and otherwise, of We Grow, as they were reflected in the Information provided or otherwise available to AltaCorp. Any changes therein may affect this Fairness Opinion and, although AltaCorp reserves the right to update, change, supplement or withdraw this Fairness Opinion in such event, it disclaims any and all undertaking

or obligation to advise any person of any such change that may come to its attention, or to change, supplement or withdraw this Fairness Opinion after such date.

The preparation of a fairness opinion is a complex process and is not necessarily amenable to partial analysis or summary description. AltaCorp believes that its analyses must be considered in totality and that selecting portions of the analyses or the factors considered by it, without considering all factors and analyses together as a whole, could create an incomplete view of the process underlying this Fairness Opinion. Accordingly, this Fairness Opinion should be read in its entirety.

FAIRNESS OPINION CONCLUSION

Based upon and subject to the foregoing, AltaCorp is of the opinion that, as of the date hereof, the Consideration to be paid by Westleaf to the We Grow Shareholders pursuant to the Arrangement is fair, from a financial point of view, to the We Grow Shareholders.

This Fairness Opinion may be relied upon by the Board for the purposes of considering the Arrangement and its recommendation to We Grow Shareholders with respect to the Arrangement, but may not be used or relied upon by any other person, or for any other purpose, without the express prior written consent of AltaCorp, except as otherwise provided herein.

Yours very truly,

AltaCorp Capital Inc.

ALTACORP CAPITAL INC.

APPENDIX M

WESTLEAF CHANGE OF AUDITOR PACKAGE

WESTLEAF INC.

NOTICE OF CHANGE OF AUDITOR
(National Instrument 51-102 – *Continuous Disclosure Obligations*)

TO: Alberta Securities Commission
British Columbia Securities Commission
Saskatchewan Securities Commission
The Manitoba Securities Commission
Ontario Securities Commission
New Brunswick Securities Commission
Nova Scotia Securities Commission
Superintendent of Securities, Prince Edward Island
Securities Commission of Newfoundland

AND TO: MNP LLP
KPMG LLP

Westleaf Inc. (the "**Corporation**") hereby gives notice pursuant to National Instrument 51-102 – *Continuous Disclosure Requirements* ("**NI 51-102**") as follows:

1. MNP LLP ("**MNP**"), the former auditors of the Corporation, have resigned at the request of the Corporation effective as of July 16, 2019.

2. The resignation of MNP and the appointment of KPMG LLP as the Corporation's auditor have been considered and approved by the board of directors of the Corporation.

3. MNP has not expressed any reservation or modified opinion on any of the Corporation's financial statements since MNP was appointed auditor of the Corporation to the date of this notice.

4. In the opinion of the Corporation, throughout the period MNP was the Corporation's auditor there have been no "reportable events" as defined in section 4.11(1) of NI 51-102.

The board of directors of the Corporation has reviewed and approved this "reporting package", as such term is defined in NI 51-102.

DATED at Calgary, Alberta this 16 day of July, 2019.

WESTLEAF INC.

Per: *"Taylor Ethans"*
Name: Taylor Ethans
Title: CFO

July 16, 2019

TO: Alberta Securities Commission
British Columbia Securities Commission
Saskatchewan Securities Commission
The Manitoba Securities Commission
Ontario Securities Commission
New Brunswick Securities Commission
Nova Scotia Securities Commission
Superintendent of Securities, Prince Edward Island
Securities Commission of Newfoundland

AND TO: Westleaf Inc.

Dear Sirs/Mesdames:

Re: Westleaf Inc. (the "Corporation")

As required by Section 4.11 of National Instrument 51-102 – *Continuous Disclosure Obligations*, we have reviewed the information contained in the Corporation's Notice of Change in Auditors (the "**Notice**"), a copy of which is attached hereto. We confirm that we are in agreement with the statements contained in the Notice, with the exception that we have no basis to agree or disagree with the statement contained in the Notice that relate to KPMG LLP.

Yours truly,

MNP LLP

MNP LLP

Chartered Professional Accountants

cc: Board of Directors of Westleaf Inc.

KPMG LLP
205 5th Avenue SW
Suite 3100
Calgary AB T2P 4B9
Tel (403) 691-8000
Fax (403) 691-8008
www.kpmg.ca

Alberta Securities Commission
British Columbia Securities Commission
Financial and Consumer Affairs Authority of Saskatchewan
The Manitoba Securities Commission
Ontario Securities Commission
Financial and Consumer Services Commission, New Brunswick
Nova Scotia Securities Commission
Office of the Superintendent of Securities, Consumer, Corporate and Insurance Services Division, Office of the Attorney General, Prince Edward Island Securities Office

Office of the Superintendent of Securities Service Newfoundland and Labrador

July 16, 2019

Dear Sir/Madam

Re: Notice of Change of Auditors of Westleaf Inc.

We have read the Notice of Westleaf Inc. dated July 16, 2019 and are in agreement with the statements contained in such Notice.

Yours very truly,

KPMG LLP

Chartered Professional Accountants
Calgary, AB

KPMG LLP is a Canadian limited liability partnership and a member firm of the KPMG network of independent member firms affiliated with KPMG International Cooperative ("KPMG International"), a Swiss entity. KPMG Canada provides services to KPMG LLP.