



INVESTOR PRESENTATION

September 2020

DISCLAIMER

IMPORTANT – YOU MUST READ THE FOLLOWING BEFORE CONTINUING: The information contained in this document has been prepared by WeedMD Inc. (the “Company” or “WeedMD”) and contains confidential information pertaining to the business, operations and assets of the Company. The information contained in this document (a) is provided as at the date hereof and is subject to change without notice, (b) does not purport to contain all the information that may be necessary or desirable to fully and accurately evaluate an investment in the Company, and (c) is not to be considered as a recommendation by the Company that any person make an investment in the Company. An investment in the securities described herein is speculative and involves a number of risks that should be considered by a prospective investor. No sales of the securities of the Company shall be made until the Company and the potential investor enter into a subscription agreement for such securities. This document is confidential and is being provided to you solely for your information and may not be reproduced, in whole or in part, in any form or forwarded or further distributed to any other person. Any forwarding, distribution or reproduction of this document in whole or in part is unauthorized. This presentation is not, and under no circumstances is to be construed as, a prospectus, or advertisement or a public offering of securities of the Company. Prospective investors should not assume that this document is complete and should conduct their own analysis and investigation of the Company and consult with their own financial, legal, tax and other business advisors before investing in the Company. By accepting and reviewing this document, you acknowledge and agree (i) to maintain the confidentiality of this document and the information contained herein, (ii) to protect such information in the same manner you protect your own confidential information, which shall be at least a reasonable standard of care, and (iii) to not utilize any of the information contained herein except to assist with your evaluation of a potential investment in the Company. This document may have been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission. You are responsible for protecting against viruses and other destructive items. Your receipt of this electronic transmission is at your own risk and it is your responsibility to take precautions to ensure that it is free from viruses and other items of a destructive nature. As a consequence of the above, neither the Company nor any director, officer, employee or agent of any of them or any affiliate of any such person accepts any liability or responsibility whatsoever in respect of any difference between the document distributed to you in electronic format and the hard copy version that may be made available to you. The information presented herein was prepared or obtained by the Company. Nothing contained herein is, or should be relied on as, a promise or representation as to the future performance of the Company.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING INFORMATION AND FORWARD-LOOKING STATEMENTS: Certain statements in this presentation constitute forward-looking statements and forward looking information within the meaning of applicable Canadian and United States securities legislation (collectively herein referred to as “forward-looking statements”), which can often be identified by words such as “will”, “may”, “estimate”, “expect”, “plan”, “project”, “intend”, “anticipate” and other words indicating that the statements are forward-looking. Such forward-looking statements are expectations only and are subject to known and unknown risks, uncertainties and other important factors that could cause the actual results, performance or achievements of the Company or industry results to differ materially from any future results, performance or achievements implied by such forward-looking statements. Such risks and uncertainties include, among others, regulatory or political change such as changes in applicable laws and regulations; changes in public perception of the medical-use and adult-use cannabis industry, bureaucratic delays or inefficiencies or any other reasons; any other factors or developments which may hinder market growth; the impact of the COVID-19 pandemic; reliance on management; the effect of capital market conditions and other factors on capital availability; competition, including from more established or better financed competitors; the need to secure and maintain corporate alliances and partnerships; and general economic, market and business conditions. These factors should be considered carefully and readers are cautioned not to place undue reliance on such forward-looking statements.

These risks, uncertainties and assumptions could adversely affect the outcome and financial effects of the plans and events described herein. In addition, even if the outcome and financial effects of the plans and events described herein are consistent with the forward-looking statements contained in this presentation, those results or developments may not be indicative of results or developments in subsequent periods. Although the Company has attempted to identify important risks and factors that could cause actual actions, events or results to differ materially from those described in forward-looking statements, there may be other factors and risks that cause actions, events or results not to be as anticipated, estimated or intended. Forward-looking information contained in this presentation is based on the Company’s current estimates, expectations and projections, which are based on the information available as of the date of this document. Prospective investors should not place undue reliance on any forward-looking statement contained in this presentation. Forward-looking statements contained in this document are made of the date of this presentation and, except as required by applicable law, the Company assumes no obligation to update or revise them to reflect new events or circumstances. Historical statements contained in this document regarding past trends or activities should not be taken as a representation that such trends or activities will continue in the future. In this regard, certain financial information contained herein has been extracted from, or based upon, information available in the public domain and/or provided by the Company. In particular historical results should not be taken as a representation that such trends will be replicated in the future. No statement in this document is intended to be nor may be construed as a profit forecast.

An investment in the Company is speculative and involves substantial risk and is only suitable for investors that understand the potential consequences and are able to bear the risk of losing their entire investment. Investors should consider the following risks, in addition to many others, and consult with their own legal, tax and financial advisors with respect to all such risks before making an investment.

CAUTIONARY NOTE REGARDING FUTURE-ORIENTED FINANCIAL INFORMATION: To the extent any forward-looking statement in this presentation constitutes “future-oriented financial information” or “financial outlooks” within the meaning of applicable Canadian securities laws, such information is being provided to demonstrate the anticipated market penetration and the reader is cautioned that this information may not be appropriate for any other purpose and the reader should not place undue reliance on such future-oriented financial information and financial outlooks. Future-oriented financial information and financial outlooks, as with forward-looking statements generally, are, without limitation, based on the assumptions and subject to the risks set out above under the heading “Cautionary Note Regarding Forward-Looking Information and Forward-Looking Statements”. The Company’s actual financial position and results of operations may differ materially from management’s current expectations and, as a result, the Company’s revenue and expenses may differ materially from the revenue and expenses profiles provided in this presentation. Such information is presented for illustrative purposes only and may not be an indication of the Company’s actual financial position or results of operations.

USE OF NON-IFRS MEASURES: This presentation refers to certain data furnished to provide additional information and is a non-IFRS measure and does not have any standardized meaning prescribed by IFRS. The Company uses these non-IFRS measures to provide investors and others with supplemental measures of its operating performance. The Company also believes that securities analysts, investors and other interested parties frequently use these non-IFRS measures in the evaluation of companies, many of which present similar metrics when reporting their results. As other companies may calculate these non-IFRS measures differently than the Company, these metrics may not be comparable to similarly titled measures reported by other companies.

THIRD PARTY INFORMATION: This presentation includes market and industry data which was obtained from various publicly available sources and other sources believed by the Company to be true. Although the Company believes it to be reliable, the Company has not independently verified any of the data from third-party sources referred to in this presentation, or analyzed or verified the underlying reports relied upon or referred to by such sources, or ascertained the underlying assumptions relied upon by such sources. The Company does not make any representation as to the accuracy of such information.

TAXATION: Prospective investors should be aware that the purchase of securities of the Company or any entity related thereto may have tax consequences. The Company assumes no responsibility for the tax consequences of any investment. Each prospective investor is strongly encouraged to consult its own tax advisor concerning any purchase of securities of the Company or any entity related thereto.

CAUTIONARY NOTE TO UNITED STATES INVESTORS: The securities of the Company described herein have not been and will not be registered under the United States federal or state securities laws and may not be offered or sold in the United States, or to, or for the account or benefit of, “U.S. Persons” as such term is defined in Regulation S under the United States Securities Act of 1933, as amended (the “U.S. Securities Act”), unless an exemption from registration is available. Prospective investors will be required to represent, among other things, that they meet the definition of “accredited investor” (as defined in Rule 502(a) of Regulation D under the U.S. Securities Act) and are familiar with and understand the terms of the offering and have all requisite authority to make such investment.



ROBUST VERTICALLY-INTEGRATED INFRASTRUCTURE IN PLACE

- Indoor & outdoor cultivation combined with in-house extraction, product development & manufacturing
- Optimized for quality grow at scale
- Ability to expand ~2x with modest incremental capex

HIGH QUALITY PRODUCTS FOR MEDICAL PATIENTS AND ADULT-USE CONSUMERS

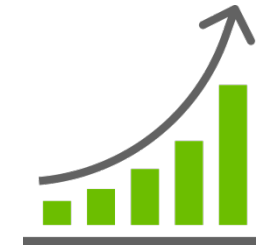
- Respected cultivation expertise
- Strong brand and consumer recognition built from product quality

UNIQUE & VALUABLE DIRECT-TO-CONSUMER MEDICAL PLATFORM

- Market leader in insured medical cannabis
- Targeting valuable & overlooked medical channel sales
- Closed-loop model providing exclusive access to ~350,000+ potential patients

WELL CAPITALIZED TO SUPPORT GROWTH STRATEGY

- Strategic institutional investor in the LiUNA Pension Fund
- Strong balance sheet for expansion
- Pathway to profitable growth



**We Are a Highly Focused
Canadian LP Recognized For
High Quality Products
Produced at Scale and Sold
in
Valuable Channels**



★ STARSEED
Medicinal Inc.

MEDICAL MARKET

*Captive patients through partnerships with
health insurance payors groups*

Color
cannabis

ADULT-USE MARKET

*Distinctive products cultivated with
care in the adult-use market*

Cx INDUSTRIES

PROCESSING & PRODUCTION

*Platform for products and
partnerships*

VERTICALLY-INTEGRATED PLATFORM

From an acclaimed genetics library to full processing, production and B2C service platforms

CULTIVATION HUB

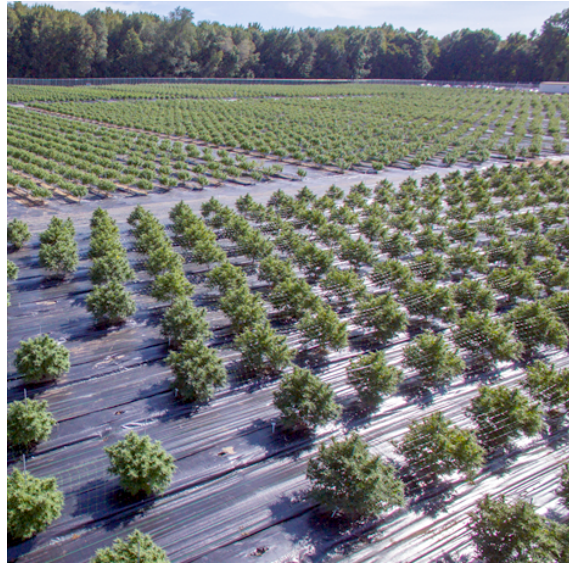
Hybrid Greenhouse Cultivation



Delivering the quality and control of indoor facilities with greenhouse scale and efficiency

- 220,000 sq. ft. licensed footprint
- Opportunity to double cultivation footprint

Outdoor Cultivation



Outdoor grow provides cost-effective and tailored grown input biomass for cannabis 2.0 products

- Limited set of LPs with a 2019 outdoor harvest
- Successfully planted on 27 acres
- Scale-up potential of 100 total acres

PROCESSING & PRODUCTION

Extraction & Processing



Two supercritical CO2 extractors with processing capacity of up to 50,000kg per year

26,000 sq. ft. facility for extraction and processing activities

Product Development & Fulfillment



Platform for potential strategic partnerships

Concierge medical fulfillment and new product development



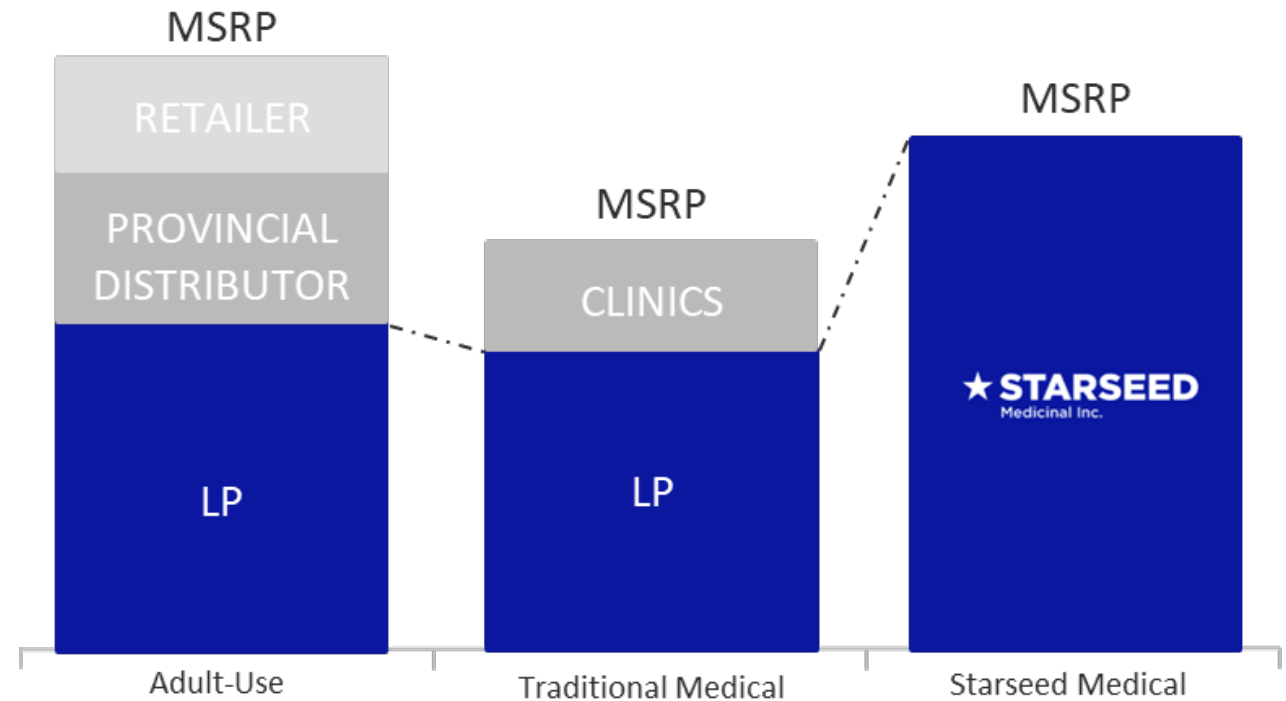
MEDICAL MARKET

★ **STARSEED**
Medicinal Inc.

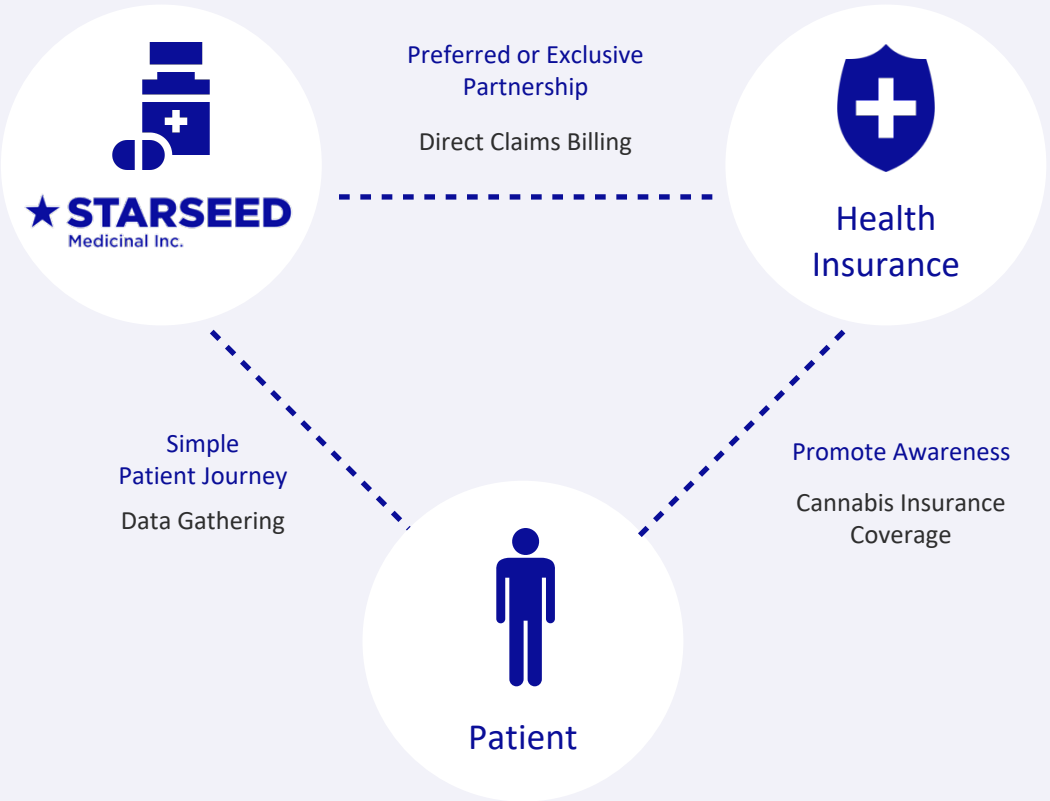


- Valuable Medical channel sales generate superior margins and direct to consumer relationships
- Medical channel has been overlooked as it is hard to build successfully
- Insurance coverage and partnerships are key to sustainable medical sales for Starseed
- Capturing the channel with our closed loop direct-to-consumer medical sales model

ILLUSTRATIVE REVENUE SHARING (\$/g)



Starseed partners with benefits plans and insurers to launch customized insured medical cannabis programs to uniquely pair a care service model with medical-grade cannabis



FINANCIAL POST

Future of medical weed is all about insurance, says union-backed cannabis company

Starseed aims to partner with health-plan sponsors to get preferential access to large groups of workers who have medical marijuana coverage



MARK RENDELL

May 28, 2018
10:47 AM EDT

Filed under
Cannabis

Comment

Facebook

Twitter

Reddit

Email

More

If Canada's medical marijuana system is going to survive and thrive after recreational legalization, the key will be employee healthcare plans, according to a union-backed cannabis company that's betting big on insurance coverage.

"It will just be a lot easier for somebody to avoid having to see a physician ... and just walk into an (Ontario Cannabis Store) and just purchase product," said Angelo Tsebelis, president of Starseed Medicinal Inc.

"The key differentiator (for medical marijuana) will be paid benefits."

With recreational marijuana set to become legal in the coming months, the weed industry is in the midst of a large-scale pivot. Most licensed producers continue to talk about supporting medical patients, but the momentum is clearly on the recreational side, and companies are increasingly focused on launching consumer brands and jockeying for position in recreational retail channels.

Starseed, by contrast, is focused exclusively on the medical market. And the private cannabis company, backed by the Laborers' International Union of North America (LIUNA), one of the largest construction unions in the country,



★ **STARSEED**
Medicinal Inc.

MEDICAL CANNABIS IN THE WORKPLACE

Medical cannabis thought leadership has been delivered across these outlets and is a key client acquisition tool

TELUS | HEALTH

OMA

THE BENEFITS
BREAKFAST CLUB

BenefitsCanada
2018 BENEFITS
& PENSION
Summit

TEDx

TORONTO
BOARD OF TRADE

ideacity | MOSES ZNAIMER'S
CONFERENCE

ANNOUNCED CAPTIVE CHANNEL PARTNERSHIPS
COVERING **350,000+** LIVES

LiUNA!

myHSA

Seasons
RETIREMENT COMMUNITIES

- Local 506
- Local 625
- Local 837
- Local 1059
- Local 183

Insulators Local 95 Trust Fund



International Union of Painters and Allied
Trades ("IUPAT") Province of Ontario Health
& Welfare Trust Fund

+ 3 other partnerships (private)

3rd PARTY DISTRIBUTION AGREEMENTS

SHOPPERS
DRUG MART



Over **40** other independent cannabis
clinics networks nationwide

KEY GROWTH INITIATIVES



Expand New
Partnerships



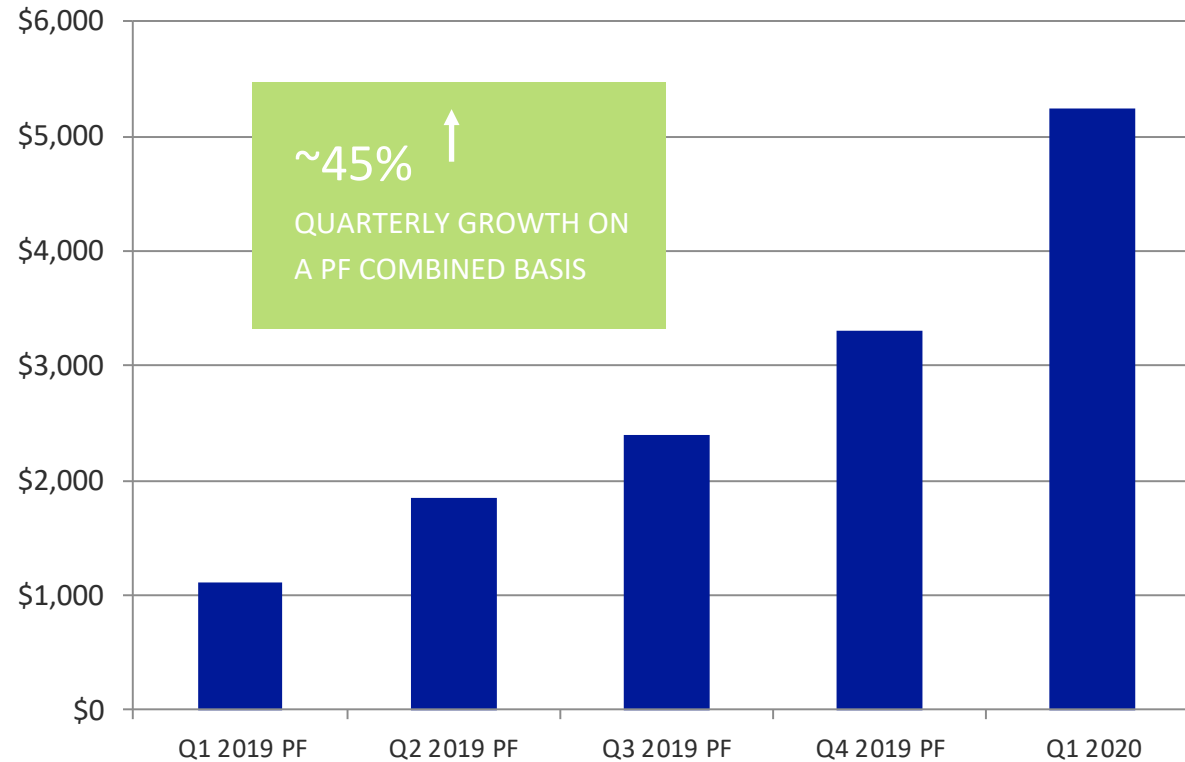
Drive Penetration
Rate



Broaden
Use Cases

OUR MEDICAL MODEL HAS DELIVERED IMPRESSIVE RESULTS

CONSOLIDATED MEDICAL GROSS REVENUE (\$000s)



- Revenue growth underpinned by strong net client acquisition and gross selling prices
- Highest life-time value medical clients driven by high usage, attractive pricing power and low turnover

Note: Medical gross revenues are shown pro-forma Starseed and WeedMD combination and are non-IFRS and non-audited figures.



ADULT-USE MARKET

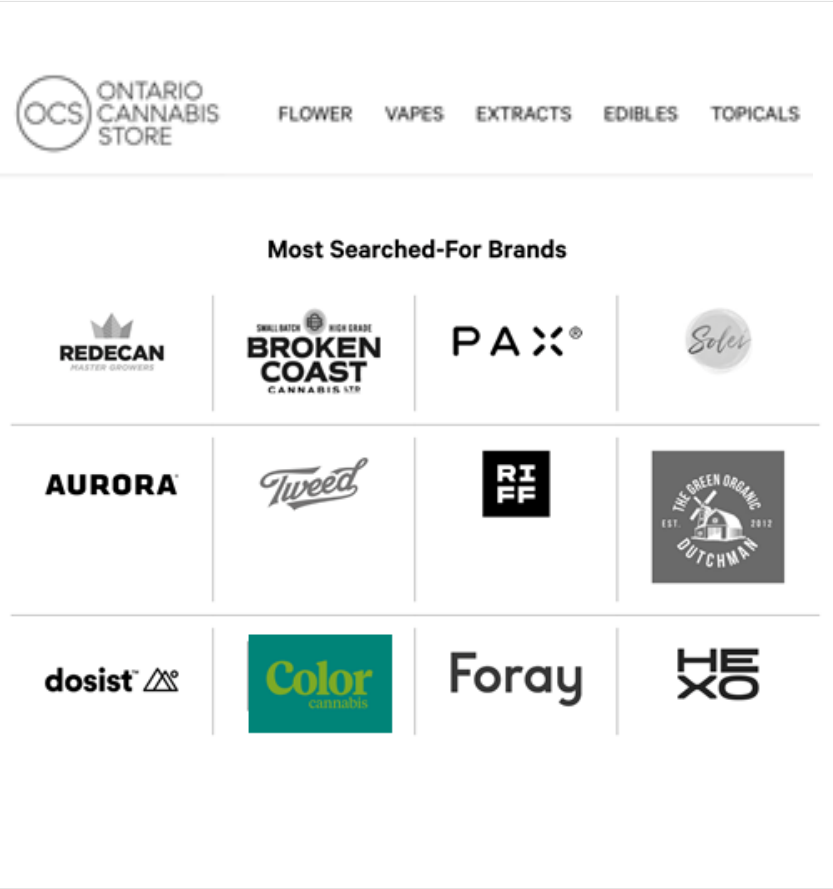
Color
cannabis



Color champions the individual moments when people & cannabis come together – from cultivators to consumers. Welcome to Color.



BUILDING BRAND AWARENESS AND TRIAL AT KEY CONSUMER JOURNEY STAGES ONLINE AND IN-STORE



Frequently a “Most Searched-For Brand” on OCS.ca



Promotional tools that trigger interaction, drive awareness and inspire trial at retail & online



Meaningful brand-stories built on plant genetics, cultivation practices and a distinct visual identity

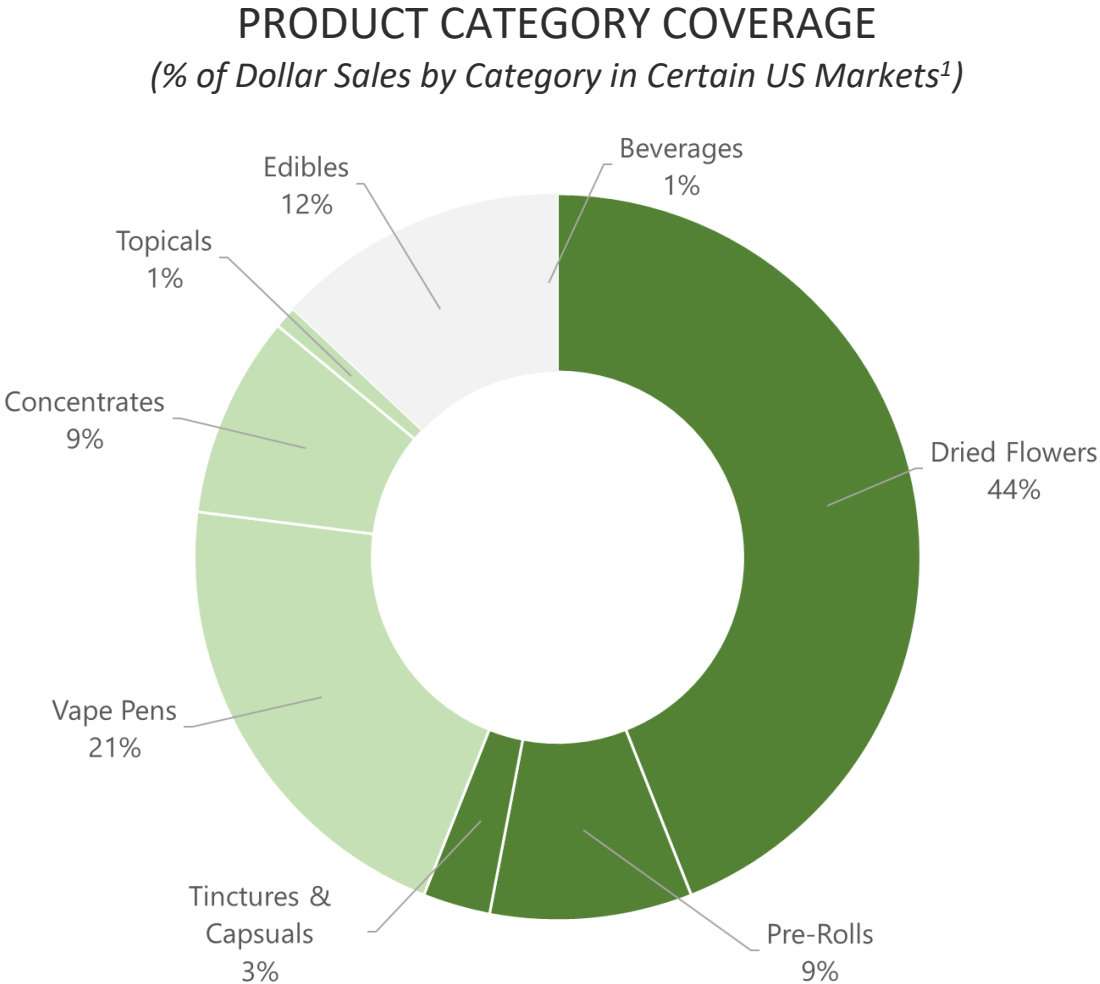


PROCESSING & PRODUCTION

Cx INDUSTRIES



- 26,000 sq. ft. extraction facility licensed for oil extraction, cannabis processing, and sales
- Two supercritical CO2 extractors with processing capacity of ~50,000kg per year
- Matching cost-effective outdoor biomass and specialized extraction equipment and expertise
- Platform for potential strategic partnership



Product development strategy addressing over 85% of format sales in mature markets

1. Source: Headset; category sales in CA, CO, WA and NV from September 2019 to March 2020. (<https://insights.headset.io/app/insights/report/market-by-category>)

TEAM OF INDUSTRY EXPERTS



Angelo Tsebelis

Chief Executive Officer

16+ years in pharmaceutical and healthcare strategy and pricing, including at Shoppers Drug Mart and GlaxoSmithKline.



Lincoln Greenidge

Chief Financial Officer

26+ years in senior roles within finance and operations. Most recently CFO of LSC Lithium and previously served as CFO of LeadFX and corporate controller of HudBay Minerals.



Stephen Ng

Chief Commercial Officer

18+ years in investment banking, private equity and corporate development, including at Credit Suisse and CIBC World Markets.



Curtis Wallace

Head of Cultivation

15+ years cannabis cultivation experience and was originally licensed to cultivate (for personal use and patients) under Health Canada's initial legislative framework for medical cannabis.



Deborah Sikkema

Head of People

15+ years working with business leaders on HR solutions, including senior positions at organizations such as Shoppers Drug Mart, Canadian Tire, and Holt Renfrew.



Moe Jiwan

Head of Medical

15+ years in healthcare including at Solace Health and was the founder of Uptown Health Management Inc., a primary care network with facilities in Toronto.



Joseph Mele

Head of Adult Use

10 years of CPG experience with Kraft Foods, Andrew Peller Wines, and most recently as Head of Marketing at Asahi Canada.



Strong balance sheet and significant ownership by long-term strategic and insider shareholders

SHARE CAPITALIZATION ⁽¹⁾	OUTSTANDING
Common Shares Outstanding	210,261,715
Warrants / Options (exercise price / weighted average)	
Warrants (\$1.00-2.00 / \$1.73)	12,180,499
Warrants (\$2.50)	625,000
Options (less than \$1.00 / \$0.77)	9,498,877
Options (\$1.00-2.00 / \$1.63)	3,789,667
Options (greater than \$2.00 / \$2.43)	4,622,749
Deferred Share Units	3,044,748
Fully Diluted Shares Outstanding	244,023,255



LiUNA! Pension Fund

OF CENTRAL AND EASTERN CANADA

- Long-term strategic investor (~29% stake) creating strong shareholder-company alignment
- Staggered lock-up over 18 months
- LiUNA Pension Fund + insiders own ~33% of the company



FOCUS ON HIGH MARGIN MODEL WITH STRONG
BALANCE SHEET AND PRUDENT INFRASTRUCTURE
INVESTMENTS HAS POSITIONED WEEDMD FOR
PROFITABLE GROWTH



Best-in-Class Infrastructure and Expertise



High Quality Cannabis Products



Unique High Margin D2C Medical Platform



Positioned for Continued Growth and Margin Expansion



Strong Balance Sheet and Liquidity

STATUTORY RIGHTS OF RESCISSION (1 OF 2)

Securities legislation in certain of the provinces of Canada provides purchasers with rights of rescission or damages, or both, where an offering memorandum or any amendment to it contains a misrepresentation. A “misrepresentation” is 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 any statement not misleading or false in the light of the circumstances in which it was made.

These remedies must be commenced by the purchaser within the time limits prescribed and are subject to the defences contained in the applicable securities legislation. Each purchaser should refer to the provisions of the applicable securities laws for the particulars of these rights or consult with a legal advisor.

The following rights will only apply to a purchaser of securities of WeedMD Inc. in the event that this corporate presentation is deemed to be an offering memorandum pursuant to applicable securities legislation in certain provinces of Canada and are in addition to and without derogation from any other right or remedy which purchasers may have at law and are intended to correspond to the provisions of the relevant securities laws and are subject to the defences contained therein. The following summaries are subject to the express provisions of the applicable securities statutes and instruments in the below-referenced provinces and the regulations, rules and policy statements thereunder and reference is made thereto for the complete text of such provisions.

Ontario Investors

Under Ontario securities legislation, certain purchasers who purchase securities offered by an offering memorandum during the period of distribution will have a statutory right of action for damages, or while still the owner of the securities, for rescission against the issuer or any selling security holder if the offering memorandum contains a misrepresentation without regard to whether the purchasers relied on the misrepresentation. The right of action for damages is exercisable not later than the earlier of 180 days from the date the purchaser first had knowledge of the facts giving rise to the cause of action and three years from the date on which payment is made for the securities. The right of action for rescission is exercisable not later than 180 days from the date on which payment is made for the securities. If a purchaser elects to exercise the right of action for rescission, the purchaser will have no right of action for damages against the issuer or any selling security holder. In no case will the amount recoverable in any action exceed the price at which the securities were offered to the purchaser and if the purchaser is shown to have purchased the securities with knowledge of the misrepresentation, the issuer and any selling security holder will have no liability. In the case of an action for damages, the issuer and any selling security holder will not be liable for all or any portion of the damages that are proven to not represent the depreciation in value of the securities as a result of the misrepresentation relied upon.

These rights are not available for a purchaser that is (a) a Canadian financial institution or a Schedule III Bank (each as defined in National Instrument 45-106 – Prospectus Exemptions), (b) the Business Development Bank of Canada incorporated under the Business Development Bank of Canada Act (Canada), or (c) a subsidiary of any person referred to in paragraphs (a) and (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary.

These rights are in addition to, and without derogation from, any other rights or remedies available at law to an Ontario purchaser. The foregoing is a summary of the rights available to an Ontario purchaser. Not all defences upon which an issuer, selling security holder or others may rely are described herein. Ontario purchasers should refer to the complete text of the relevant statutory provisions

Alberta, British Columbia and Quebec

By purchasing Subscription Receipts of the company, purchasers in Alberta, British Columbia and Quebec are not entitled to the statutory rights described above. In consideration of their purchase of the Subscription Receipts and upon accepting a purchase confirmation in respect thereof, these purchasers are hereby granted a contractual right of action for damages or rescission that is substantially the same as the statutory right of action provided to residents of Ontario who purchase Subscription Receipts.

Saskatchewan Investors

Under Saskatchewan securities legislation, certain purchasers who purchase securities offered by an offering memorandum during the period of distribution will have a statutory right of action for damages against the issuer, every director and promoter of the issuer or any selling security holder as of the date of the offering memorandum, every person or company whose consent has been filed under the offering memorandum, every person or company that signed the offering memorandum or the amendment to the offering memorandum and every person or company who sells the securities on behalf of the issuer or selling security holder under the offering memorandum, or while still the owner of the securities, for rescission against the issuer or selling security holder if the offering memorandum contains a misrepresentation without regard to whether the purchasers relied on the misrepresentation. The right of action for damages is exercisable not later than the earlier of one year from the date the purchaser first had knowledge of the facts giving rise to the cause of action and six years from the date on which payment is made for the securities. The right of action for rescission is exercisable not later than 180 days from the date on which payment is made for the securities. If a purchaser elects to exercise the right of action for rescission, the purchaser will have no right of action for damages against the issuer or the others listed above. In no case will the amount recoverable in any action exceed the price at which the securities were offered to the purchaser and if the purchaser is shown to have purchased the securities with knowledge of the misrepresentation, the issuer and the others listed above will have no liability. In the case of an action for damages, the issuer and the others listed above will not be liable for all or any portion of the damages that are proven to not represent the depreciation in value of the securities as a result of the misrepresentation relied upon.

Other defences in Saskatchewan legislation include that no person or company, other than the issuer, will be liable if the person or company proves that (a) the offering memorandum or any amendment to it was sent or delivered without the person’s or company’s knowledge or consent and that, on becoming aware of it being sent or delivered, that person or company immediately gave reasonable general notice that it was so sent or delivered, or (b) with respect to any part of the offering memorandum or any amendment to it purporting to be made on the authority of an expert, or purporting to be a copy of, or an extract from, a report, an opinion or a statement of an expert, that person or company had no reasonable grounds to believe and did not believe that there had been a misrepresentation, the part of the offering memorandum or any amendment to it did not fairly represent the report, opinion or statement of the expert.

No person or company, other than the issuer, is liable for any part of the offering memorandum or the amendment to the offering memorandum not purporting to be made on the authority of an expert and not purporting to be a copy of or an extract from a report, opinion or statement of an expert, unless the person or company (a) failed to conduct a reasonable investigation sufficient to provide reasonable grounds for a belief that there had been no misrepresentation, or (b) believed there had been a misrepresentation.

Similar rights of action for damages and rescission are provided in Saskatchewan legislation in respect of a misrepresentation in advertising and sales literature disseminated in connection with an offering of securities.

Saskatchewan legislation also provides that where an individual makes a verbal statement to a prospective purchaser that contains a misrepresentation relating to the security purchased and the verbal statement is made either before or contemporaneously with the purchase of the security, the purchaser has, without regard to whether the purchaser relied on the misrepresentation, a right of action for damages against the individual who made the verbal statement.

In addition, Saskatchewan legislation provides a purchaser with the right to void the purchase agreement and to recover all money and other consideration paid by the purchaser for the securities if the securities are sold by a vendor who is trading in Saskatchewan in contravention of Saskatchewan securities legislation, regulations or a decision of the Financial and Consumer Affairs Authority of Saskatchewan.

The Saskatchewan legislation also provides a right of action for rescission or damages to a purchaser of securities to whom an offering memorandum or any amendment to it was not sent or delivered prior to or at the same time as the purchaser enters into an agreement to purchase the securities, as required by the Saskatchewan legislation.

A purchaser who receives an amended offering memorandum has the right to withdraw from the agreement to purchase the securities by delivering a notice to the issuer or selling security holder within two business days of receiving the amended offering memorandum.

These rights are in addition to, and without derogation from, any other rights or remedies available at law to a Saskatchewan purchaser. The foregoing is a summary of the rights available to a Saskatchewan purchaser. Not all defences upon which an issuer or others may rely are described herein. Saskatchewan purchasers should refer to the complete text of the relevant statutory provisions.

Manitoba Investors

If an offering memorandum or any amendment thereto, sent or delivered to a purchaser contains a misrepresentation, the purchaser who purchases the security is deemed to have relied on the misrepresentation if it was a misrepresentation at the time of the purchase and has a statutory right of action for damages against the issuer, every director of the issuer at the date of the offering memorandum, and every person or company who signed the offering memorandum. Alternatively, the purchaser may elect to exercise a statutory right of rescission against the issuer, in which case the purchaser will have no right of action for damages against any of the aforementioned persons.



STATUTORY RIGHTS OF RESCISSION (2 OF 2)

Unless otherwise provided under applicable securities legislation, no action shall be commenced to enforce any of the foregoing rights more than: (a) in the case of an action for rescission, 180 days from the date of the transaction that gave rise to the cause of action, or (b) in the case of an action for damages, the earlier of (i) 180 days after the purchaser first had knowledge of the facts giving rise to the cause of action, or (ii) two years after the date of the transaction that gave rise to the cause of action.

A purchaser to whom the offering memorandum is required to be sent may rescind the contract to purchase the securities by sending a written notice of rescission to the issuer not later than midnight on the second day, excluding Saturdays, Sunday and holidays, after the purchaser signs the agreement to purchase the securities.

Securities legislation in Manitoba provides a number of limitations and defences to such actions, including:

- a) in an action for rescission or damages, no person or company will be liable if it proves that the purchaser purchased the securities with knowledge of the misrepresentation;
- b) in an action for damages, no person or company will be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the securities as a result of the misrepresentation relied upon; and
- c) in no case will the amount recoverable under the right of action described above exceed the price at which the securities were offered under the offering memorandum.

New Brunswick Investors

Under New Brunswick securities legislation, certain purchasers who purchase securities offered by an offering memorandum during the period of distribution will have a statutory right of action for damages, or while still the owner of the securities, for rescission against the issuer and any selling security holder in the event that the offering memorandum, or a document incorporated by reference in or deemed incorporated into the offering memorandum, contains a misrepresentation without regard to whether the purchasers relied on the misrepresentation. The right of action for damages is exercisable not later than the earlier of one year from the date the purchaser first had knowledge of the facts giving rise to the cause of action and six years from the date on which payment is made for the securities. The right of action for rescission is exercisable not later than 180 days from the date on which payment is made for the securities. If a purchaser elects to exercise the right of action for rescission, the purchaser will have no right of action for damages against the issuer or any selling security holder. In no case will the amount recoverable in any action exceed the price at which the securities were offered to the purchaser and if the purchaser is shown to have purchased the securities with knowledge of the misrepresentation, the issuer and any selling security holder will have no liability. In the case of an action for damages, the issuer and any selling security holder will not be liable for all or any portion of the damages that are proven to not represent the depreciation in value of the securities as a result of the misrepresentation relied upon.

These rights are in addition to, and without derogation from, any other rights or remedies available at law to a New Brunswick purchaser. The foregoing is a summary of the rights available to a New Brunswick purchaser. Not all defences upon which an issuer, selling security holder or others may rely are described herein. New Brunswick purchasers should refer to the complete text of the relevant statutory provisions.

Nova Scotia Investors

Under Nova Scotia securities legislation, certain purchasers who purchase securities offered by an offering memorandum during the period of distribution will have a statutory right of action for damages against the issuer or other seller and the directors of the issuer as of the date the offering memorandum, or while still the owner of the securities, for rescission against the issuer or other seller if the offering memorandum, or a document incorporated by reference in or deemed incorporated into the offering memorandum, contains a misrepresentation without regard to whether the purchasers relied on the misrepresentation. The right of action for damages or rescission is exercisable not later than 120 days from the date on which payment is made for the securities or after the date on which the initial payment for the securities was made where payments subsequent to the initial payment are made pursuant to a contractual commitment assumed prior to, or concurrently with, the initial payment. If a purchaser elects to exercise the right of action for rescission, the purchaser will have no right of action for damages against the issuer or other seller or the directors of the issuer. In no case will the amount recoverable in any action exceed the price at which the securities were offered to the purchaser and if the purchaser is shown to have purchased the securities with knowledge of the misrepresentation, the issuer or other seller and the directors of the issuer will have no liability. In the case of an action for damages, the issuer or other seller and the directors of the issuer will not be liable for all or any portion of the damages that are proven to not represent the depreciation in value of the securities as a result of the misrepresentation relied upon.

In addition, a person or company, other than the issuer, is not liable with respect to any part of the offering memorandum or any amendment to the offering memorandum not purporting (a) to be made on the authority of an expert or (b) to be a copy of, or an extract from, a report, opinion or statement of an expert, unless the person or company (i) failed to conduct a reasonable investigation to provide reasonable grounds for a belief that there had been no misrepresentation or (ii) believed that there had been a misrepresentation.

A person or company, other than the issuer, will not be liable if that person or company proves that (a) the offering memorandum or any amendment to the offering memorandum was sent or delivered to the purchaser without the person's or company's knowledge or consent and that, on becoming aware of its delivery, the person or company gave reasonable general notice that it was delivered without the person's or company's knowledge or consent, (b) after delivery of the offering memorandum or any amendment to the offering memorandum and before the purchase of the securities by the purchaser, on becoming aware of any misrepresentation in the offering memorandum or any amendment to the offering memorandum, the person or company withdrew the person's or company's consent to the offering memorandum or any amendment to the offering memorandum, and gave reasonable general notice of the withdrawal and the reason for it, or (c) with respect to any part of the offering memorandum or any amendment to the offering memorandum purporting (i) to be made on the authority of an expert, or (ii) to be a copy of, or an extract from, a report, an opinion or a statement of an expert, the person or company had no reasonable grounds to believe and did not believe that (A) there had been a misrepresentation, or (B) the relevant part of the offering memorandum or any amendment to the offering memorandum did not fairly represent the report, opinion or statement of the expert, or was not a fair copy of, or an extract from, the report, opinion or statement of the expert.

These rights are in addition to, and without derogation from, any other rights or remedies available at law to a Nova Scotia purchaser. The foregoing is a summary of the rights available to a Nova Scotia purchaser. Not all defences upon which an issuer or other seller or others may rely are described herein. Nova Scotia purchasers should refer to the complete text of the relevant statutory provisions.

Prince Edward Island Investors

If an offering memorandum, together with any amendment thereto, is delivered to a purchaser and the offering memorandum, or any amendment thereto, contains a misrepresentation, a purchaser has, without regard to whether the purchaser relied on the misrepresentation, a statutory right of action for damages against (a) the issuer, (b) subject to certain additional defences, against every director of the issuer at the date of the offering memorandum and (c) every person or company who signed the offering memorandum, but may elect to exercise the right of rescission against the issuer (in which case the purchaser shall have no right of action for damages against the aforementioned persons or company).

No action shall be commenced to enforce the right of action discussed above more than: (a) in the case of an action for rescission, 180 days after the date of the transaction that gave rise to the cause of action; or (b) in the case of any action for damages, the earlier of: (i) 180 days after the purchaser first had knowledge of the facts giving rise to the cause of action; or (ii) three years after the date of the transaction that gave rise to the cause of action.

Securities legislation in Prince Edward Island provides a number of limitations and defences to such actions, including:

- a) no person or company will be liable if it proves that the purchaser purchased the securities with knowledge of the misrepresentation;
- b) in an action for damages, the defendant is not liable for all or any portion of the damages that it proves does not represent the depreciation in value of the securities as a result of the misrepresentation relied upon; and
- c) in no case shall the amount recoverable under the right of action described herein exceed the price at which the securities were offered under the offering memorandum, or any amendment thereto.

Newfoundland and Labrador Purchasers

If an offering memorandum, together with any amendment thereto, contains a misrepresentation, a purchaser has, without regard to whether the purchaser relied on the misrepresentation, a statutory right of action for damages against (a) the issuer, (b) subject to certain additional defences, against every director of the issuer at the date of the offering memorandum and (c) every person who signed the offering memorandum, but may elect to exercise the right of rescission against the issuer (in which case the purchaser shall have no right of action for damages against the aforementioned persons).

No action shall be commenced to enforce the right of action discussed above more than: (a) in the case of an action for rescission, 180 days after the date of the transaction that gave rise to the cause of action; or (b) in the case of any action for damages, the earlier of: (i) 180 days after the purchaser first had knowledge of the facts giving rise to the cause of action; or (ii) three years after the date of the transaction that gave rise to the cause of action. Securities legislation in Newfoundland and Labrador provides a number of limitations and defences to such actions, including:

- a) no person will be liable if it proves that the purchaser purchased the securities with knowledge of the misrepresentation;
- b) in an action for damages, the defendant is not liable for all or any portion of the damages that it proves does not represent the depreciation in value of the securities as a result of the misrepresentation relied upon; and
- c) in no case shall the amount recoverable under the right of action described herein exceed the price at which the securities were offered under the offering memorandum, or any amendment thereto.





Investor Inquiries:

Valter Pinto

Managing Director

KCSA Strategic Communications

1-212-896-1254

weedmd@kcsa.com

TSX-V:WMD OTCQX:WDDMF FSE:4WE