April 1, 2020

[Name and Address of Bidder]

Dear [Bidder Name]:

RE: AgMedica Biosience Inc. Sale and Investment Solicitation Process

Thank you for your continued interest in a possible purchase of, or investment in, all or part of the assets and business operations of AgMedica Bioscience Inc. and certain of its subsidiaries (collectively, the "**Applicants**").

This letter is the Bid Process Letter provided pursuant to paragraph 18 of the Sale and Investment Solicitation Process approved by the Ontario Superior Court of Justice (Commercial List) on January 3, 2020 (the "**SISP**") in the proceedings of the Applicants under the *Companies' Creditors Arrangement Act* (Canada). This Bid Process Letter is not intended to amend, restate or supersede the SISP and should be read together with the SISP. All capitalized terms used herein and not otherwise defined have the meanings given to them in the SISP.

The Applicants and Ernst & Young Inc., as the court appointed monitor of the Applicants (the "**Monitor**"), have determined that you are a Phase 2 Qualified Bidder and you will be invited to proceed to Phase 2 of the SISP.

Phase 2 Offers and Selection of Successful Bidder

Phase 2 Qualified Bidders that wish to make a formal offer to purchase or make an investment in the Applicants or their Property and Business shall submit a binding offer (a "**Binding Offer**") that complies with the requirements set out in Paragraph 21 of the SISP to the Monitor at the addresses specified below:

Ernst and Young Inc.
EY Tower, 100 Adelaide Street West
PO Box 1
Toronto, ON M5H 0B3

Attention: Alex Morrison and Karen Fung

Email: alex.f.morrison@ca.ey.com
karen.l.fung@ca.ey.com

so as to be received by them not later than 5:00 PM (Eastern Time) on April 17, 2020 (the "**Phase 2 Bid Deadline**"). **To the extent possible, Phase 2 Qualified Bidders are encouraged to submit their Binding Offers by email**.

Please note, given the current climate especially given the COVID-19 issues, the Phase 2 Bid Deadline may be extended in accordance with the terms of the SISP.

The Applicants will make available to those Qualified Phase 2 Bidders that intend to put forward a Binding Offer as an investment/recapitalization transaction a template investment proposal/plan sponsor agreement as soon as possible. While the Applicants do not require the Qualified Phase 2 Bidders to use this form, the Applicants are providing this to be of assistance to the bidders. For those that do use this template agreement, such Qualified Phase 2 Bidder shall deliver, prior to the Phase 2 Bid Deadline: (i) a duly authorized and executed agreement substantially in the form of the template, and (ii) a mark-up/blackline of the template agreement showing all amendments and modifications made thereto.

However, we do not wish to limit the process and due to the number of possible structures for Binding Offers that Qualified Phase 2 Bidders may present, all other such offers will reviewed and equally considered, they must however, conform with the requirements set out in the SISP.

Following the Phase 2 Bid Deadline, the Applicants and the Monitor will assess the Phase 2 bids received. The Applicants, in consultation with the Monitor and DIP Lender, and with the approval of the Monitor, will designate the most competitive bids that comply with the requirements set out in the SISP to be "**Qualified Bids**". Only Phase 2 Qualified Bidders whose bids have been designated as Qualified Bids are eligible to become the Successful Bidder(s).

The Applicants, in consultation with the DIP Lender and with the approval of the Monitor, may waive strict compliance with any one or more of the requirements specified in the SISP and deem a non-compliant bid to be a Qualified Bid.

The Monitor shall notify each Phase 2 Qualified Bidder in writing as to whether its bid constituted a Qualified Bid within ten (10) business days of the Phase 2 Bid Deadline, or at such later time as the Applicants, in consultation with and with the approval of the Monitor, deem appropriate.

The Applicants may, in consultation with the Monitor and the DIP Lender and with the approval of the Monitor, aggregate separate bids from unaffiliated Phase 2 Qualified Bidders to create one Qualified Bid.

The Applicants, in consultation with the DIP Lender, and with the approval of the Monitor, (a) will review and evaluate each Qualified Bid, provided that each Qualified Bid may be negotiated among the Applicants, in consultation with the Monitor, and the applicable Phase 2 Qualified Bidder, and may be amended, modified or varied to improve such Qualified Bid as a result of such negotiations, and (b) identify the highest or otherwise best bid (the "**Successful Bid**", and the Phase 2 Qualified Bidder making such Successful Bid, the "**Successful Bidder**") for any particular Property or the Business in whole or part. The determination of any Successful Bid by the Applicants, with the assistance of the Monitor, in consultation with the DIP Lender, shall be subject to approval by the Court.

The Applicants shall have no obligation to enter into a Successful Bid, and they reserve the right, after consultation with the Monitor and the DIP Lender, to reject any or all Qualified Bids.

At the hearing of the motion to approve any transaction with a Successful Bidder (the "**Sale Approval Motion**"), the Applicants shall seek, among other things, approval from the Court to consummate any Successful Bid. All the Qualified Bids other than the Successful Bid, if any, shall be deemed rejected by the Applicants on and as of the date of approval of the Successful Bid by the Court.

Qualified Phase 2 Bidders are reminded that Binding Offers must include written evidence of a firm, irrevocable commitment for financing or other evidence of ability to consummate the proposed transaction and a commitment to provide the required non-refundable deposit, in each case, in accordance with the requirements of the SISP.

General

Your submission of a Binding Offer does not in any way create any binding obligations on the Applicants or any of their affiliates with respect to any proposed transaction. You acknowledge and agree that, unless and until a final definitive agreement has been executed and delivered by the parties thereto, no contract or agreement providing for any transaction involving the parties shall be deemed to exist, and neither the Applicants nor their affiliates will have any legal obligation of any kind whatsoever with respect to any transaction.

Except as may be expressly provided for in a definitive agreement executed by you and one or more of the Applicants, as applicable, none of the Applicants makes any representations or warranties, express or implied, with respect to any information, documents or presentations made available or provided to you or your representatives, either written or oral. You will not have any claims whatsoever against any of the Applicants or the Monitor arising out of or relating to any information provided or to be provided to you in connection with the process, or the rejection of any proposals or the transaction process or procedures.

The Monitor shall not have any liability whatsoever to any person or party, including without limitation any Phase 2 Qualified Bidder or the Successful Bidder for any act or omission related to the process contemplated by the SISP. By submitting a bid, each Phase 2 Qualified Bidder or Successful Bidder shall be deemed to have agreed that it has no claim against the Monitor for any reason whatsoever.

Participants in the SISP are responsible for all costs, expenses and liabilities incurred by them in connection with the submission of any Phase 2 bid, due diligence activities, and any further negotiations or other actions whether or not they lead to the consummation of a transaction.

The Applicants and the Monitor shall have the right to modify the SISP in accordance with its terms.

We would like to thank you again for your interest and we look forward to discussing this opportunity further with you

Sincerely,

Ernst and Young Inc., in its capacity
as Monitor of the Applicants, and not in
its Corporate or Personal capacity.