

## ESCROW AGREEMENT

ESCROW AGREEMENT (the "**Agreement**") made effective as of June 30, 2018,

**BY AND AMONG:** CO2 GRO INC., a corporation incorporated under the laws of Ontario (the "**Issuer**");

**AND:** 2645412 ONTARIO INC., a corporation incorporated under the laws of Ontario (the "**Shareholder**");

**AND:** COMPUTERSHARE TRUST COMPANY OF CANADA, a trust company licensed to carry on business in all Provinces in Canada (the "**Escrow Agent**" or "**Computershare**").

**WHEREAS** the Issuer and Aaron Archibald entered into a debt settlement agreement dated as of January 24, 2018 (the "**Debt Settlement Agreement**") that provides to settle the indebtedness of the Issuer owed to Aaron Archibald through conversion of such debt into common shares of the Issuer subject to the terms and conditions contained in the Debt Settlement Agreement;

**WHEREAS** Aaron Archibald has directed the Issuer to issue the common shares of the Issuer under the Debt Settlement Agreement to the Shareholder, being his wholly-owned consulting company, and for 50% of such common shares to be held in escrow in accordance with the terms set out herein;

**WHEREAS** the Shareholder and the Issuer wish to appoint the Escrow Agent to act as escrow agent to hold the Escrow Shares.

**WHEREAS** the foregoing recitals are representations and statements of fact made by the Issuer and the Shareholder and not by Escrow Agent.

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT**, in consideration of the foregoing recitals, the covenants and agreements hereinafter contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. **Definitions.** For the purposes of this Agreement, the following terms shall have the following meanings:
  - (a) "**Business Day**" means any day (prior to 4:30 p.m.), other than a Saturday or a Sunday when Canadian chartered banks are open for regular business in the city of Toronto, Ontario, Canada.

- (b) "**Escrow Shares**" means the shares initially held in escrow as set out in Schedule A attached hereto, as such shares may be replaced from time to time pursuant to the terms of this Agreement.
  - (c) "**Escrow Period Termination Date**" has the meaning specified in Section 10.
  - (d) "**Remaining Escrow Shares**" has the meaning specified in Section 10.
2. **Appointment of Escrow Agent.** The Issuer and the Shareholder hereby appoint the Escrow Agent to act as agent on their behalf pursuant to this Agreement, and the Escrow Agent hereby accepts such appointment on the terms and conditions of this Agreement.
  3. **Delivery of the Escrow Shares.** The Issuer shall deposit the Escrow Shares with the Escrow Agent. Upon receipt of the Escrow Shares, the Escrow Agent shall, in writing with a separate receipt, acknowledge receipt of the Escrow Shares. The Escrow Shares shall be held by the Escrow Agent in accordance with the terms and conditions of this Agreement.
  4. **Voting Rights on the Escrow Shares.** The Shareholder agrees not to exercise any voting rights attached to the Escrow Shares that are retained in escrow pursuant to this Agreement.
  5. **Dividends on Escrow Shares.** If any dividend or distribution is received by the Escrow Agent in respect of the Escrow Shares that are retained in escrow pursuant to this Agreement, any such dividend or distribution shall be paid or transferred to the Shareholder only upon the release of such Escrow Shares pursuant to the terms of this Agreement.
  6. **Reorganizations, etc.** If, during the period in which any of the Escrow Shares are retained in escrow pursuant to this Agreement, a reorganization affecting the share capital occurs, then and in each such event, the Escrow Shares shall be released and replaced by the shares of stock and other securities and property upon the terms and conditions provided in the relevant reorganization documents.
  7. **Release of Escrowed Shares.** Subject to Section 6 hereof, the Escrow Agent is hereby authorized to release the Escrow Shares, only as follows:
    - (a) at any time upon receipt of a written joint notice from the Shareholder and the Issuer substantially in the form attached hereto as Schedule B (the "**Joint Notice**"), the Escrow Agent shall release the specified amount of Escrow Shares to the party specified in such notice
    - (b) if on January 1, 2019, the Shareholder continues to hold the position of Vice-President - Operations, or a similar role with the Issuer as determined by the Issuer, as confirmed by a certificate signed by an officer of the Issuer, the Escrow Agent shall release all Escrow Shares to the Shareholder;
    - (c) to effect permitted transfers in accordance with Section 9 hereof; or,
    - (d) on the Escrow Period Termination Date for any Remaining Escrow Shares.

## 8. Share Cancellation Transactions.

- (a) If the Escrow Shares are not released in accordance with Section 7(b), or sooner in accordance with this Agreement, then the parties agree to, prior to January 15, 2019, sign a Joint Notice such that a portion of the Escrow Shares, as determined by the Issuer, be released to the Issuer for cancellation (the “**First Share Cancellation**”). The purchase price for the First Share Cancellation shall be the lower of (i) \$0.19 per share and (ii) the last closing price before the First Share Cancellation is completed.
- (b) If any Escrow Shares remain after the First Share Cancellation, then the parties agree to within 5 Business Days after the first anniversary of the closing of the First Share Cancellation to sign a Joint Notice such that another portion of the Escrow Shares, as determined by the Issuer, be released to the Issuer for cancellation (the “**Second Share Cancellation**”). The purchase price for the Second Share Cancellation shall be the lower of (i) \$0.19 per share and (ii) the last closing price before the Second Share Cancellation is completed.
- (c) If any Escrow Shares remain after the Second Share Cancellation, then the parties agree to within 5 Business Days after the first anniversary of the closing of the Second Share Cancellation to sign a Joint Notice such that the remainder of the Escrow Shares be released to the Issuer for cancellation (the “**Final Share Cancellation**” and together with the First Share Cancellation and Second Share Cancellation, the “**Share Cancellations**”). The purchase price for the Final Share Cancellation shall be the lower of (i) \$0.19 per share and (ii) the last closing price before the Final Share Cancellation is completed.
- (d) If the Shareholder fails to sign a Joint Notice in accordance with Sections 8(a), 8(b) or 8(c) (each, a “**Share Cancellation Transaction**”) or fails to sign any additional document required to complete a Share Cancellation Transaction, the Issuer will have the right, without prejudice to any other rights which it may have, upon payment of the purchase price to the Shareholder for the applicable Share Cancellation Transaction to the credit of the Shareholder in the main branch of the Issuer’s bankers (as confirmed by an officer’s certificate of the Issuer to the Escrow Agent), to execute and deliver, on behalf of and in the name of the Shareholder, such deeds, transfers, certificates, resignations or other documents (including the Joint Notice) that may be necessary to complete such Share Cancellation Transaction. In order to carry out the duties of the Shareholder set out in this Section 8, the Shareholder hereby irrevocably appoints any officer of the Issuer as its attorney in accordance with the *Powers of Attorney Act* (Ontario) (which power coupled with an interest will not be revoked by the subsequent death, incapacity or bankruptcy of the Shareholder), with no restriction or limitation in that regard, with the Shareholder declaring that this power of attorney may be exercised during any subsequent legal incapacity on its part. Upon such execution and delivery of such documents by the Issuer, the Issuer will proceed with completing the applicable Share Cancellation Transaction and the validity of the proceeding will not be subject to question by any person including the Escrow Agent. On the completion of a Share Cancellation Transaction, the Shareholder will cease to have any right to or in respect of the Escrow Shares to be sold in connection with such Share Cancellation Transaction except the right to receive, without interest, the purchase price for such Escrow Shares deposited with the Issuer’s banker.

- (e) Notwithstanding any other provision in this Section, the Issuer has the right, but no obligation, to complete a Share Cancellation Transaction in accordance with this Section and the Shareholder agrees not to take any action against the Issuer for not completing a Share Cancellation Transaction.
- (f) The First Share Cancellation, Second Share Cancellation and Final Share Cancellation shall be effected in accordance with applicable securities laws and policies of the TSX Venture Exchange and the Issuer and Shareholder agree to make any changes to this Section 8 in order to adhere to such requirements.

9. **Transfers.**

- (a) Restriction on Transfer. Unless it is expressly permitted in this Agreement, the Escrow Shares cannot be sold, transferred, assigned, mortgaged or otherwise dealt with in any way.
- (b) Permitted Transfers within Escrow. Notwithstanding subsection 9(a), the Escrow Shares may be transferred within escrow to:
  - (i) any entity designated by a final order, decree or judgment of a court or arbitrator of competent jurisdiction, the time for perfection of an appeal of such order, decree or judgment having expired provided such order, decree or judgment authorizes and directs the Escrow Agent to effect such transfer; or,
  - (ii) a trustee in bankruptcy or another person or company entitled to the Escrow Shares on bankruptcy provided that prior to the transfer, the Escrow Agent shall have received a certified copy of:
    - (w) the assignment in bankruptcy filed with the Superintendent of Bankruptcy;
    - (x) the receiving order adjudging the registered holder of the Escrow Shares bankrupt; or,
    - (y) a certificate of appointment of the trustee in bankruptcy; and,
    - (z) a transfer power of attorney, duly completed and executed by the transferor or its/their legal representative in accordance with the requirements of the transfer agent of the issuer of the Escrow Shares.

- (c) Temporary Release from Escrow. The Escrow Agent shall be entitled to release the Escrow Shares from escrow in order to affect the requisite permitted transfer.
- (d) Effect of Transfer within Escrow. After the transfer of the Escrow Shares, the Escrow Shares shall remain within escrow, and this Escrow Agreement shall apply, mutatis mutandis, to the said Escrow Shares.
10. **Termination of Escrow.** The escrow period shall terminate at 5:00 p.m. (Eastern time) on the later of (i) the date where all of the Escrowed Shares have been released pursuant to the terms of this Agreement or (ii) on the third anniversary date of this Agreement (the "**Escrow Period Termination Date**"). On the Escrow Period Termination Date, the Escrow Agent shall deliver to the Shareholder the remaining portion of the Escrow Shares (the "**Remaining Escrow Shares**") by delivering to the Shareholder a share certificate for such Remaining Escrow Shares. Upon release by the Escrow Agent of the Remaining Escrow Shares, the Escrow Agent shall no longer have any further obligations or liabilities in respect of the Remaining Escrow Shares.
11. **Independent Legal Advice.** Each Party acknowledges that it has entered into this Agreement willingly with full knowledge of the obligations imposed by the terms of this Agreement. The Shareholder and the Issuer, by execution hereof, acknowledge that they have been afforded the opportunity to obtain independent legal and tax advice and confirms by the execution hereof that it has either done so or waived its right to do so and agrees that this Agreement constitutes a binding legal obligation and it is prevented from raising any claim on the basis that it has not obtained that advice.
12. **Responsibility of the Escrow Agent; Indemnification.**
- (a) The Shareholder and the Issuer acknowledge and agree that the Escrow Agent acts hereunder as a depository only and (i) shall not be responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of any instrument, statement, certificate, request or other document deposited with it or referred to herein (including, without limitation, the Debt Settlement Agreement), for the form or execution of such documents, for the identity, authority or right of any person or party executing or depositing such instruments or for determining or compelling compliance therewith, and shall not otherwise be bound thereby; (ii) shall be obligated only for the performance of such duties as are expressly and specifically set forth in this Agreement on its part to be performed, and no implied duties or obligations of any kind shall be read into this Agreement against or on the part of the Escrow Agent; (iii) shall not be required to take notice of any default or to take any action with respect to such default; (iv) may rely on and shall be protected in acting or refraining from acting upon any written notice, instruction (including, without limitation, wire transfer instructions, whether incorporated herein or provided in a separate written instruction), instrument, statement, certificate, request or other document furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper person, and shall have no responsibility for determining the accuracy thereof; and, (v) may employ and consult counsel satisfactory to it, including in-house counsel for any of the parties hereto, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with the opinion of such counsel.

- (b) The Escrow Agent may employ such counsel, accountants, engineers, appraisers, other experts, agents, agencies and advisors as it may reasonably require for the purpose of discharging its duties under this Agreement, and the Escrow Agent may act and shall be protected in acting or not acting in good faith on the opinion or advice or on information obtained from any such parties and shall not be responsible for any misconduct on the part of any of them. The reasonable costs of such services shall be added to and be part of the Escrow Agent's fee hereunder.
- (c) The Escrow Agent shall retain the right not to act and shall not be held liable for refusing to act unless it has received clear and reasonable documentation which complies with the terms of this Agreement. Such documentation must not require the exercise of any discretion or independent judgment.
- (d) No provision of this Agreement shall require the Escrow Agent to expend or risk its own funds or otherwise incur financial liability in the performance of its duties or the exercise of any of its rights or powers unless indemnified and funded as provided for herein, other than as a result of its own gross negligence or bad faith.
- (e) The Escrow Agent shall not be liable for any error of judgment, or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, except for its own gross negligence or bad faith.
- (f) The Escrow Agent shall incur no liability with respect to the delivery or non-delivery of any cash or securities whether delivered by hand, wire transfer, registered mail or bonded courier.
- (g) The forwarding of a cheque by the Escrow Agent will satisfy and discharge the liability for any cash amounts due to the extent of the sum or sums represented thereby (plus the amount of any tax deducted or withheld as required by law) unless such cheque is not honoured on presentation; provided that in the event of non-receipt of such cheque by the payee, or loss or destruction thereof, the Escrow Agent upon being furnished with reasonable evidence of such non-receipt, loss or destruction and indemnity reasonably satisfactory to it, will issue to such payee a replacement cheque for the amount of such cheque.
- (h) The Issuer shall pay the costs and expenses reasonably incurred by the Escrow Agent's services hereunder, in connection with the administration of the escrow created hereby or the performance or observance of its duties hereunder; covered by the remuneration are included, without limitation, all out-of-pocket expenses and disbursements incurred or made by the Escrow Agent in the administration of its services and duties created hereby, in excess of its compensation for normal services or not (including the reasonable fees and disbursements of its outside counsel and other outside advisors required for discharge of its duties hereunder). Any amount owing under this Section and unpaid thirty (30) days after request for such payment will bear interest from the expiration of such thirty (30) days at a rate per annum equal to the then current rate charged by the Escrow Agent, payable on demand.

- (i) The Shareholder and the Issuer shall jointly and severally indemnify the Escrow Agent and its officers, directors, employees, agents, successors and assigns and hold it and them harmless from and against any loss, fee, claim, demand, penalty, liability, damage, cost and expense of any nature incurred by the Escrow Agent and its officers, directors, employees, agents, successors and assigns arising out of or in connection with this Agreement or with the administration of its duties hereunder, including but not limited to, reasonable attorneys' fees and other costs and expenses of defending or preparing to defend against any claim of liability, unless and except to the extent such loss, liability, damage, cost and expense shall be caused by the Escrow Agent's or its officers', directors', employees' agents', successors' or assigns' gross negligence or bad faith. The foregoing indemnification and Agreement to hold harmless shall survive the release of the Escrow Shares, the resignation or removal of the Escrow Agent or the termination of this Agreement. Notwithstanding the foregoing or any other provision of this Agreement, any liability of the Escrow Agent shall be limited, in the aggregate, to the amount of annual retainer fees paid by the Issuer to the Escrow Agent under this Agreement in the twelve (12) months immediately prior to the Escrow Agent receiving the first notice of the claim.
- (j) Notwithstanding any other provision of this Agreement, and whether such losses or damages are foreseeable or unforeseeable, the Escrow Agent shall not be liable under any circumstances whatsoever for any (a) breach by any other party of securities law or other rule of any securities regulatory authority, (b) lost profits or (c) special, indirect, incidental, consequential, exemplary, aggravated or punitive losses or damages.
- (k) The Escrow Agent does not have any interest in the Escrow Shares but is serving as escrow agent only and having only possession thereof.
- (l) The Escrow Agent shall have no duties except those which are expressly set forth herein, and it shall not be bound by any notice of a claim or demand with respect to, or any waiver, modification, amendment, termination or rescission of this Agreement, unless received by it in writing, and signed by the parties hereto and if its duties herein are affected, unless it shall have given its prior written consent thereto.
- (m) The Escrow Agent accepts the duties and responsibilities under this Agreement as agent, and no trust is intended to be, or is or will be, created hereby and the Escrow Agent shall owe no duties hereunder as trustee.
- (n) The Escrow Agent will have no responsibility for seeking, obtaining, compiling, preparing or determining the accuracy of any information or document, including the representative capacity in which a party purports to act, that the Escrow Agent receives as a condition to a release from escrow or a transfer of the Escrow Shares within escrow under this Agreement.
- (o) The Escrow Agent will have no responsibility for escrow securities that it has released to a securityholder or at a securityholder's direction according to this Agreement.
- (p) The Escrow Agent is authorized to cancel any share certificate delivered to it and hold such escrow securities in electronic or uncertificated form only, pending release of such securities from escrow.

- (q) The Escrow Agent will have no responsibility with respect to any escrow securities in respect of which no share certificate or other evidence or electronic or uncertificated form of these securities has been delivered to it, or otherwise received by it.
- (r) The Escrow Agent shall have no responsibility or liability for any diminution in the value of any of the Escrow Shares or any securities which may be deposited with it hereunder.
- (s) This Section 12 shall survive notwithstanding any termination of the Agreement or the resignation or removal of the Escrow Agent.

13. **Dispute Resolution.** It is understood and agreed that should any dispute arise with respect to the delivery, ownership, right of possession and/or disposition of the Escrow Shares, or should any claim be made upon the Escrow Agent or the Escrow Shares by a third party, the Escrow Agent, upon receipt of notice of such dispute or claim, is authorized and shall be entitled (at its sole option and election) to retain in its possession without liability, all or any of said Escrow Shares until such dispute shall have been settled either by the mutual written agreement of the parties involved or by a final order, decree or judgment of a court or arbitrator of competent jurisdiction, the time for perfection of an appeal of such order, decree or judgment having expired. A copy of any such settlement or final order, decree or judgment of a court or arbitrator of competent jurisdiction shall be delivered to the Escrow Agent by the Shareholder or the Issuer forthwith upon receipt thereof. The Escrow Agent may, but shall be under no duty whatsoever to, institute or defend any legal proceedings which relate to the Escrow Shares.

14. **Arbitration.** Any disputes with respect to this Agreement shall be resolved by arbitration and any party may demand by written notice to the other party that the matter be submitted to arbitration. The notice shall set out the reasons for the dispute and reasonable details to support the dispute. The Shareholder and each of the Issuer shall cooperate in completing any arbitration as expeditiously as possible, the procedure to commence no later than thirty (30) days from the date the notice was sent, and the arbitrator may hire such experts as may appear to be appropriate. All of the costs and expenses of the arbitration shall be borne equally by the Issuer and the Shareholder. Any award rendered by the arbitrator shall be final and binding on the parties.

15. **Resignation of Escrow Agent; Successor by Merger**

- (a) The Escrow Agent may at any time resign as such, subject to this Section 15, by delivering written notice of resignation to the other parties to this Agreement and by delivering the Escrow Shares (less any portion thereof previously distributed in accordance with this Agreement) to any successor escrow agent designated by the Issuer, or by a court of competent jurisdiction, whereupon the Escrow Agent shall be discharged of and from any and all further obligations arising in connection with this Agreement. The resignation of the Escrow Agent will take effect on the earlier to occur of (the "**Resignation Date**"): (i) the appointment of a successor escrow agent as aforesaid or by a court of competent jurisdiction; or (ii) the day which is 30 days after the date of delivery of the Escrow Agent's written notice of resignation to the other parties hereto, or such shorter notice as the parties accept as sufficient. If the Escrow Agent has not received written notice of the designation of a successor escrow agent by the Resignation

Date, the Escrow Agent's sole responsibility after such time shall be to retain and safeguard the Escrow Shares until receipt of written notice of the designation of a successor escrow agent hereunder or pursuant to a final non-appealable order of a court of competent jurisdiction. If a successor escrow agent has not been appointed within 90 days of the date of the delivery of its written notice of resignation, the Escrow Agent shall deliver the Escrow Shares (less any portion thereof previously distributed in accordance with this Agreement) to the legal counsel designated by the Issuer and all of the Escrow Agent's duties and obligations under this Agreement shall thereupon cease immediately. Failing such designation by the Issuer, the Escrow Agent shall deliver such Escrow Shares to the registered office of the Issuer whereupon this Agreement shall terminate and the Escrow Agent shall have no further duties and obligations under this Agreement. The Issuer and Shareholder, acting together, shall have power at any time to remove the existing Escrow Agent and to appoint a successor escrow agent.

- (b) If the Escrow Shares are to be released hereunder as a result of the bankruptcy of the Shareholder, or the Shareholder has gone into liquidation or has otherwise become incapable of performing his rights and responsibilities under this Agreement, the Escrow Agent shall forthwith deliver the Escrow Shares, to the Issuer. If all of the parties hereunder have become bankrupt, have gone into liquidation or have otherwise become incapable of performing their rights and responsibilities under this Agreement, the Escrow Agent shall forthwith deliver the Escrow Shares to the Issuer's Trustee in Bankruptcy and provide written notice to the other parties of the disposition of such Escrow Shares. Upon such delivery of the Escrow Shares, this Agreement shall terminate and the Escrow Agent shall have no further duties and obligations.
- (c) In the event of the Escrow Agent resigning or being removed as aforesaid or being dissolved, becoming bankrupt, going into liquidation or otherwise becoming incapable of acting hereunder, the Issuer and Shareholder acting together, shall forthwith appoint a successor escrow agent; failing such appointment by the Issuer and Shareholder, the retiring Escrow Agent, acting alone, may apply, at the expense of the Issuer, to a justice of the Ontario Superior Court of Justice on such notice as such justice may direct, for the appointment of a successor escrow agent; but any successor escrow agent so appointed by the Court shall be subject to removal as aforesaid by the Issuer and Shareholder, acting together.
- (d) Any successor escrow agent appointed under any provision of this Section 15 shall be a corporation authorized to carry on the business of a trust company in the Province of Ontario and, if required by the applicable legislation for any other jurisdiction, in such other jurisdictions. On any such appointment, the successor escrow agent shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named herein as Escrow Agent hereunder. At the request of the Issuer or the successor escrow agent, the retiring Escrow Agent, upon payment of the amounts, if any, due to it pursuant to this Agreement, including any amounts owing to it in respect to outstanding fees, disbursements and interest thereon, shall duly assign, transfer and deliver to the successor escrow agent all property and money held, and all records kept, by the retiring Escrow Agent hereunder or in connection herewith.
- (e) Any corporation into or with which the Escrow Agent may be merged or consolidated or

amalgamated, or any corporation resulting therefrom to which the Escrow Agent shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Escrow Agent shall be the successor to the Escrow Agent hereunder without any further act on its part or any of the parties hereto, provided that such corporation would be eligible for appointment as a successor escrow agent hereunder.

16. **Anti-money Laundering.**

- (a) Each party to this Agreement (in this paragraph referred to as a “representing party”), other than the Escrow Agent, hereby represents to the Escrow Agent that any account to be opened by, or interest to held by, the Escrow Agent in connection with this Agreement, for or to the credit of such representing party, either (i) is not intended to be used by or on behalf of any third party; or (ii) is intended to be used by or on behalf of a third party, in which case such representing party hereby agrees to complete, execute and deliver forthwith to the Escrow Agent a Declaration, in the Escrow Agent’s prescribed form or in such other form as may be satisfactory to it, as to the particulars of such third party.
- (b) The Escrow Agent shall retain the right not to act and shall not be liable for refusing to act if, due to a lack of information or for any other reason whatsoever, the Escrow Agent, in its sole judgment, determines that such act might cause it to be in non-compliance with any applicable anti-money laundering, anti-terrorist or economic sanctions legislation, regulation or guideline. Further, should the Escrow Agent, in its sole judgment, determine at any time that its acting under this Agreement has resulted in its being in non-compliance with any applicable anti-money laundering, anti-terrorist or economic sanctions legislation, regulation or guideline, then it shall have the right to resign on ten (10) days written notice to the other parties to this Agreement, provided (i) that the Escrow Agent's written notice shall describe the circumstances of such non-compliance; and (ii) that if such circumstances are rectified to the Escrow Agent's satisfaction within such ten (10) day period, then such resignation shall not be effective.

17. **Privacy.** The parties acknowledge that the Escrow Agent may, in the course of providing services hereunder, collect or receive financial and other personal information about such parties and/or their representatives, as individuals, or about other individuals related to the subject matter hereof, and use such information for the following purposes:

- (a) to provide the services required under this agreement and other services that may be requested from time to time;
- (b) to help the Escrow Agent manage its servicing relationships with such individuals;
- (c) to meet the Escrow Agent’s legal and regulatory requirements; and
- (d) if Social Insurance Numbers are collected by the Escrow Agent, to perform tax reporting and to assist in verification of an individual’s identity for security purposes.

Each party acknowledges and agrees that Computershare may receive, collect, use and disclose personal information provided to it or acquired by it in the course of this agreement for the purposes described above and, generally, in the manner and on the

terms described in its Privacy Code, which Computershare shall make available on its website, [www.computershare.com](http://www.computershare.com), or upon request, including revisions thereto. Computershare may transfer personal information to other companies in or outside of Canada that provide data processing and storage or other support in order to facilitate the services it provides. Further, each party agrees that it shall not provide or cause to be provided to Computershare any personal information relating to an individual who is not a party to this agreement unless that party has assured itself that such individual understands and has consented to the aforementioned terms, uses and disclosures.

18. **Notices.** Any notice, direction or other communication given under this Agreement shall be in writing and given by delivering it or sending it by facsimile or other similar form of recorded communication (excluding by way of electronic mail) addressed:

**to the Issuer at:**

120 Adelaide St. W.  
Suite 2400  
Toronto, Ontario  
M5H 1T1

Attention: Chief Financial Officer  
Facsimile: (416) 595-8695

**With a copy to Miller Thomson LLP at:**

Scotia Plaza, 40 King Street West  
Suite 5800  
Toronto, Ontario  
M5H 3S1

Attention: Alexander Lalka  
Facsimile: (416) 595-8695

**to the Shareholder:**

[Redacted]

**and:**

**to the Escrow Agent at:**

Computershare Trust Company of Canada  
100 University Avenue, 11<sup>th</sup> Floor  
Toronto, ON  
M5J 2Y1

Attention: General Manager, Corporate Trust Services  
Facsimile: (416) 981-9777  
Email: corporatetrust.toronto@computershare.com

Any such communication shall be deemed to have been validly and effectively given and received on the date of personal delivery or transmission by facsimile or similar means of recorded communication if such date is a Business Day and such delivery was made prior to 4:30 p.m. (Eastern time) and otherwise on the next Business Day. Any party to this Agreement may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to such party at its changed address.

19. **Miscellaneous.**

- (a) The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- (b) Unless the context shall otherwise require, the singular shall include the plural and *vice versa*, and each pronoun in any gender shall include all other genders.
- (c) This Agreement may be executed in any number of counterparts and any party hereto may execute any such counterpart by facsimile (followed by the originally executed document forwarded promptly thereafter to the other party hereto), each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered by all of the parties. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.
- (d) This Agreement or any provision hereof may be amended or waived only by written instrument duly signed by the party against whom such amendment or waiver is sought to be enforced.
- (e) No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), nor shall such waiver be binding unless executed in writing by the party to be bound by the waiver.
- (f) No failure on the part of the Shareholder or the Issuer to exercise, and no delay in exercising, any right under this Agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any such right preclude any other or further exercise of such right or the exercise of any other right.

- (g) If one or more of the provisions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect under applicable law, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, and the remaining provisions hereof shall remain in full force and effect.
  - (h) This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.
  - (i) No party may assign its rights hereunder without the prior written consent of the other parties, except that Shareholder may assign this Agreement in conjunction with a permitted assignment of the Purchase Agreement provided such assignment shall not relieve Shareholder of its obligations under the Purchase Agreement or this Agreement.
  - (j) This Agreement shall enure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.
  - (k) This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
  - (l) All references herein to money amounts are to lawful money of Canada.
  - (m) The Schedules attached to this Agreement shall, for all purposes of this Agreement, form an integral part of it. This Agreement shall override the Schedules attached hereto to the extent of any inconsistency.
  - (n) Any reference to time of day or date means the local time or date in Toronto, Ontario, Canada.
20. **Force Majeure.** Except for the payment obligations of the Issuer and the Shareholder contained herein, none of the parties shall be liable to the other, or held in breach of this Agreement, if prevented, hindered, or delayed in the performance or observance of any provision contained herein by reason of act of God, strikes, lockouts, riots, terrorism, acts of war, epidemics, governmental action or judicial order, earthquakes, or any other similar causes (including, but not limited to, mechanical, electronic or communication interruptions, disruptions or failures). Performance times under this Agreement shall be extended for a period of time equivalent to the time lost because of any delay that is excusable under this Section.
22. **Day Not A Business Day.** Whenever any payment shall be due, any period of time shall begin or end, any calculation is to be made or any other action is to be taken on, or as of, or from a period ending on, a day other than a Business Day, such payment shall be made, such period of time shall begin or end, and such other actions shall be taken, as the case may be, on, or as of, or from a period ending on, the next succeeding Business Day.

(SIGNATURE PAGE FOLLOWS IMMEDIATELY)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

**CO2 GRO INC.**

*"Stephen Gledhill"*

By: \_\_\_\_\_  
Authorized Signing Officer

**2645412 ONTARIO INC.**

*"Aaron Archibald"*

By: \_\_\_\_\_  
Name: Aaron Archibald  
Title: President

**COMPUTERSHARE TRUST COMPANY OF  
CANADA**

*"Neil Scott"*

By: \_\_\_\_\_  
Name: Neil Scott  
Title: Corporate Trust Officer

*"Charles Cuschieri"*

By: \_\_\_\_\_  
Name: Charles Cuschieri  
Title: Associate Trust Officer

**SCHEDULE A**

**List of Escrow Shares**

<b>Certificate No.</b>	<b>Name</b>	<b>Address</b>	<b>Number of Shares</b>
00100096ZQ	2645412 Ontario Inc.	[Redacted]	2,164,866

**SCHEDULE B**

**Form of Notice of Release**

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**Date:** ●, 200●

TO: Computershare Trust Company of Canada ("**Escrow Agent**")

Pursuant to Section 7(a) of the Escrow Agreement entered into as of ●, 20● by and among ● ("**Shareholder**"), ●, ●, ● and ● ("**Issuer**") and the Escrow Agent (the "**Escrow Agreement**"), you are hereby instructed to release out of the Escrow Shares (as defined in the Escrow Agreement), the following amount of shares: \_\_\_\_\_ .

●

\_\_\_\_\_  
By: ●

\_\_\_\_\_  
By: ●