

## FORM 10

### **NOTICE OF PROPOSED SIGNIFICANT TRANSACTION (not involving an issuance or potential issuance of a listed security)<sup>1</sup>**

Name of Listed Issuer: Harborside Inc. (the "Issuer").

Trading Symbol: HBOR

Issued and Outstanding Securities of the Issuer Prior to Transaction: 18,125,801

Date of News Release Fully Disclosing the Transaction: August 23, 2019

#### **1. Transaction**

1. Provide details of the transaction including the date, description and location of assets, if applicable, parties to and type of agreement (eg: sale, option, license, contract for Investor Relations Activities etc.) and relationship to the Issuer. The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the transaction without reference to any other material: The Issuer has entered into an issuer trading services agreement (the "GAI Agreement") with Generation Advisors Inc. ("GAI"), whereby the Issuer has engaged GAI to perform various trading services relating to the subordinate voting shares of the Corporation (the "SVS") with the objective of contributing to market liquidity of the SVS, including amongst other things, maintaining a continuous two-sided market within an agreed upon spread goal, maintaining an odd-lot market at the board lot quotation, and providing a service for execution of minimum guaranteed fill eligible orders. The Issuer has also entered into a letter agreement (the "MRCC Agreement") with Mackie Research Capital Corporation ("MRCC"), whereby MRCC will use its best efforts to maintain a reasonable and consistent bid and offer spread for the SVS, maintain a reasonable board lot size for the bid and the offer of the SVS, and supply liquidity to the SVS as needed.
  
2. Provide the following information in relation to the total consideration for the transaction (including details of all cash, non-convertible debt securities or other consideration) and any required work commitments:
  - (a) Total aggregate consideration in Canadian dollars: Under the GAI Agreement, the Issuer will pay GAI a monthly fee of C\$7,500, plus

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<sup>1</sup> If the transaction involved the issuance of securities, other than debt securities that are not convertible into listed securities, use Form 9.

applicable taxes. Under the MRCC Agreement, the Issuer will pay MRCC an all-inclusive flat monthly fee of C\$5,000.

- (b) Cash: See 2(a) .
- (c) Other: N/A .
- (d) Work commitments: N/A .

3. State how the purchase or sale price and the terms of any agreement were determined (e.g. arm's-length negotiation, independent committee of the Board, third party valuation etc.).

The agreed upon contract fees under the GAI Agreement and the MRCC Agreement are based on the standard rates of each of GAI and MRCC, respectively.

4. Provide details of any appraisal or valuation of the subject of the transaction known to management of the Issuer: N/A

5. If the transaction is an acquisition, details of the steps taken by the Issuer to ensure that the vendor has good title to the assets being acquired: N/A

6. Provide the following information for any agent's fee, commission, bonus or finder's fee, or other compensation paid or to be paid in connection with the transaction (including warrants, options, etc.):

(a) Details of any dealer, agent, broker or other person receiving compensation in connection with the transaction (name, address. If a corporation, identify persons owning or exercising voting control over 20% or more of the voting shares if known to the Issuer): N/A

(b) Cash N/A

(c) Other N/A

7. State whether the vendor, sales agent, broker or other person receiving compensation in connection with the transaction is a Related Person or has any other relationship with the Issuer and provide details of the relationship.

Neither GAI nor MRCC is a related person and neither has any other relationship with the Issuer.

8. If applicable, indicate whether the transaction is the acquisition of an interest in property contiguous to or otherwise related to any other asset acquired in the last 12 months. N/A

## 2. Development

Provide details of the development. The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the transaction without reference to any other material:

GAI has been engaged to provide the Issuer with trading services with the objective of contributing to market liquidity of the SVS, including amongst other things, maintaining a continuous two-sided market within an agreed upon spread goal, maintaining an odd-lot market at the board lot quotation, and providing a service for execution of minimum guaranteed fill eligible orders. GAI's Issuer Trading Services Team helps stimulate a receptive trading environment through its involvement as a market participant, and employs capital to provide liquidity, minimize market imbalances and create pricing efficiency. Under the GAI Agreement, GAI will receive C\$7,500, plus applicable taxes, per month for its services. The initial term of GAI's engagement is 180 days, and such term will be automatically renewed for a subsequent three month period unless terminated earlier by 30 days' prior written notice by the Issuer to GAI. GAI will also have the right to terminate the GAI Agreement at any time upon prior written notice to the Issuer.

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MRCC has been engaged to provide the Issuer with certain market stabilization and liquidity services relating to the SVS, including amongst other things, using its best efforts to maintain a reasonable and consistent bid and offer spread for the SVS, maintaining a reasonable board lot size for the bid and the offer of the SVS, and supplying liquidity to the SVS as needed. MRCC is one of Canada's largest independent firms, with an experienced and knowledgeable team of financial advisors, investment bankers, institutional sales representatives, and research analysts. Under the MRCC Agreement, MRCC will receive an all-inclusive flat monthly fee of C\$5,000 for its services. The term of the MRCC Agreement will be ongoing on a month-to-month basis. The agreement may be terminated by either party with 30 days' prior written notice.

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## 3. Certificate Of Compliance

The undersigned hereby certifies that:

1. The undersigned is a director and/or senior officer of the Issuer and has been duly authorized by a resolution of the board of directors of the Issuer to sign this Certificate of Compliance.
2. To the knowledge of the Issuer, at the time an agreement in principle was reached, no party to the transaction had knowledge of any undisclosed material information relating to the Issuer, other than in relation to the transaction.

3. As of the date hereof there is no material information concerning the Issuer which has not been publicly disclosed.
4. The undersigned hereby certifies to the Exchange that the Issuer is in compliance with the requirements of applicable securities legislation (as such term is defined in National Instrument 14-101) and all Exchange Requirements (as defined in CNSX Policy 1).
5. All of the information in this Form 10 Notice of Proposed Significant Transaction is true.

Dated: August 23, 2019

Andrew Berman  
Name of Director or Senior  
Officer

"Andrew Berman"  
Signature

Chief Executive Officer  
Official Capacity