

## CANADIAN OFFERING MEMORANDUM WRAP

DATED NOVEMBER 21, 2017

ALL DOLLAR FIGURES IN THIS MEMORANDUM ARE IN CANADIAN DOLLARS (C\$)

*No securities regulatory authority has assessed the merits of these securities or reviewed this offering memorandum. Any representation to the contrary is an offence. Purchasers should read the entire offering memorandum for full details about the offering. This is a risky investment. See "Item 8 - Risk Factors".*

**Date:** November 21, 2017

**Name of Issuer:** True Leaf Medicine International Ltd.  
100 Kalamalka Lake Road, Unit 32  
Vernon, British Columbia V1T 9G1  
**Email:** [info@trueleaf.com](mailto:info@trueleaf.com)  
**Phone and Fax:** (778) 475-5323

**Currently listed or quoted?** Yes – CSE: "MJ"; Frankfurt: "TLA", and OTCQB: TRLFF

**Reporting issuer?** Yes.

**SEDAR filer?** Yes.

**The Offering** Capitalized terms used but not otherwise defined in the Summary below have the respective meanings ascribed to them under "Glossary of Terms" in this offering memorandum.

**Securities offered:** Up to 14,285,715 Common Shares

**Price per security:** \$0.70 per share

**Minimum/ Maximum offering:** There is no minimum. You may be the only purchaser. Funds available under the offering may not be sufficient to accomplish our proposed objectives. Maximum of \$10,000,000.

**Minimum Subscription:** \$350

**Payment Terms:** Bank draft, certified cheque, wire transfer, Automated Clearing House payment (ACH) or Electronic Funds Transfer (EFT) (net of any bank charges) payable to "True Leaf Medicine International Ltd.". See "Item 5.2 - Subscription Procedure".

**Proposed Closing Date:** One or more closings on dates to be determined by the company.

**Tax consequences:** There are important tax consequences to these securities. See "Item 6 - Income Tax Consequences".

**Selling Agent:** Yes. We have engaged Boustead Securities, LLC, as the lead underwriter on a best efforts basis, and our underwriter will engage such other broker-dealers or agents as it determines to assist in such offering, including Canadian registered broker dealers. See "Item 7 - Compensation Paid to Sellers and Finders".

**Use of Proceeds** We intend to use the proceeds of this offering primarily for advancing our TL Pet business and general corporate purposes..

**Resale Restrictions:** You will be restricted from selling your securities for 4 months and a day from the date of purchase in Canada. See "Item 10 - Resale Restrictions".

**Purchaser's Rights:** You have 2 business days to cancel your agreement to purchase these securities. If there is a misrepresentation in this offering memorandum, you have the right to sue either for damages or to cancel the agreement. See "Item 11 - Purchaser's Rights".

"No securities regulatory authority or regulator has assessed the merits of these securities or reviewed this offering memorandum. Any representation to the contrary is an offence. This is a risky investment. See Item 8."

Attached hereto and forming part of this Canadian Offering Memorandum is a Regulation A, Tier II - Form 1-A offering circular dated November 13, 2017 (the "**Reg A Offering Circular**"), regarding the offer for sale of the shares being made in the United States and outside the United States. The Reg A Offering Circular is incorporated by reference into this document, which means it legally forms part of this document just as if it was printed as part of this document. Except as otherwise provided herein, capitalized terms used in this document without definition have the meanings assigned to them in the Reg A Offering Circular. Where the Reg A Offering Circular remains subject to completion and amendment, this Canadian Offering Memorandum remains similarly subject to completion and amendment. The offering of the shares in Canada is being made solely by this Canadian Offering Memorandum and any decision to purchase such shares should be based solely on information contained in this document. No person has been authorized to give any information or to make any representations concerning this offering other than those contained herein.

Investing in the shares involves significant risks. Canadian investors should refer to the section entitled "**Risk Factors**" contained within the Reg A Offering Circular for additional information. Canadian investors should also refer to the section entitled "**Notice to Investors**" contained within the Reg A Offering Circular for information concerning their eligibility to purchase the shares under U.S. securities laws.

#### TABLE OF CONCORDANCE

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## ITEM 9 - REPORTING OBLIGATIONS

We are a reporting issuer in Canada and subject to the continuous reporting obligations imposed on reporting issuers by securities legislation in any province of Canada and under the policies and rules of the Canadian Securities Exchange. We are required to make disclosure of our business and affairs to the public, including, without limitation, the prompt notification of material changes by way of press releases and quarterly unaudited financial statements and annual audited financial statements in accordance with generally accepted accounting principles. All public disclosure can be accessed under our profile on SEDAR, at [www.sedar.com](http://www.sedar.com).

We will forward to those shareholders who request copies of same our (a) annual audited financial statements, and (b) interim unaudited financial statements. We will also within the time periods prescribed, forward any other information or documents required to be provided under applicable securities or other legislation, including but not limited to, *National Instrument 51-102 - Continuous Disclosure Obligations*.

Information about tua is also available at the Canadian Securities Exchange's website at [www.thecse.com](http://www.thecse.com). Corporate information about us is available at the Registrar of Companies of British Columbia, Victoria, British Columbia ([www.fin.gov.bc.ca](http://www.fin.gov.bc.ca)), and at our registered and records office of situated at 1238 Homer Street, Vancouver, British Columbia, Canada V6B 2Y5.

## **ITEM 10. RESALE RESTRICTIONS**

### **10.1 General - Purchasers Resident in Alberta, British Columbia, New Brunswick, Newfoundland and Labrador, Northwest Territories, Nova Scotia, Nunavut, Ontario, Prince Edward Island, Québec, Saskatchewan and Yukon**

These securities will be subject to a number of resale restrictions, including a restriction on trading. Until the restriction on trading expires, you will not be able to trade the securities unless you comply with an exemption from the prospectus and registration requirements under applicable securities legislation.

Unless permitted under securities legislation, you cannot trade the securities before the date that is four months and a day after the distribution date.

Purchasers under this Offering should consult with their own professional advisers with respect to restriction on the transferability of the Shares offered hereunder.

### **10.2 United States No Resale Restrictions**

These securities have been qualified for sale under Regulation A Tier II under the United States *Securities Act of 1933*, as amended (the "**1933 Act**") as of November 21, 2017. The securities are considered freely tradable and do not have any resale restrictions in the United States. Our common shares trade on the OTC Market Group's OTCQBR Venture Market under the new ticker symbol "TRLFF".

## **ITEM 11. PURCHASERS' RIGHTS**

If you purchase these securities under the offering memorandum exemption, you will have certain rights, some of which are described below. For information about your rights, you should consult a lawyer.

Securities legislation in certain of the Provinces of Canada requires investors to be provided with a remedy for rescission or damages or both, in addition to any other right that they may have at law, where an offering memorandum and any amendment to it or any document referenced and incorporated into the offering memorandum or in amendments to it contains a misrepresentation. These remedies must be exercised by the investor within the time limits prescribed by the applicable securities legislation.

Purchasers of these securities should refer to the applicable provisions of the securities legislation for the complete text of these rights and should consult with a legal adviser.

The applicable contractual and statutory rights are summarized below and are subject to the express provisions of the securities legislation of the applicable Province and reference is made thereto for the complete text of such Provinces. The rights of action described below are in addition to and without derogation from any right or remedy available at law to the investor and are intended to correspond to the provisions of the relevant securities legislation and are subject to the defenses contained therein. Two-Day Cancellation Right for all Purchasers.

### **11.1 Two Day Cancellation Right**

You can cancel your agreement to purchase these securities. To do so, you must send a notice to us by midnight on the 2nd business day after you sign the agreement to buy the securities.

### **11.2 Statutory Rights of Action in the Event of a Misrepresentation**

A subscriber to the offering will have certain rights, some of which are described below. For information about its rights, a potential Subscriber should consult a lawyer. You can cancel your agreement to purchase the Shares. To do so, you must send notice to the company by midnight on the second Business Day after you sign the agreement to buy the Shares.

### ***British Columbia, Alberta, Prince Edward Island, Newfoundland, Northwest Territories, Nunavut and Yukon***

If there is a misrepresentation in this offering memorandum, you have a statutory right to sue:

- (a) the company to cancel your agreement to buy these securities; or
- (b) for damages against the company.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the securities. If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days after the date of the transaction that gave rise to the cause of action. You must commence your action for damages within the earlier of:

- (a) 180 days after learning of the misrepresentation; or
- (b) three years after the date of the transaction that gave rise to the cause of action.

### ***Manitoba***

If there is a misrepresentation in this offering memorandum, you have a statutory right to sue:

- (a) the company to cancel your agreement to buy these securities; or
- (b) for damages against the company, every person who was a director of the company on the date of the offering memorandum, and every other person who signed this offering memorandum.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the securities. If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days after the date of the transaction that gave rise to the cause of action. You must commence your action for damages within the earlier of:

- (a) 180 days after learning of the misrepresentation; or
- (b) two years after the date of the transaction that gave rise to the cause of action.

### ***New Brunswick***

If there is a misrepresentation in this offering memorandum, you have a statutory right to sue:

- (a) the company to cancel your agreement to buy these securities; or
- (b) for damages against the company.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the securities. If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days after the date of the transaction that gave rise to the cause of action. You must commence your action for damages within the earlier of:

- (a) one year after learning of the misrepresentation; or
- (b) six years after the date of the transaction that gave rise to the cause of action.

### ***Nova Scotia***

If there is a misrepresentation in this offering memorandum, you have a statutory right to sue:

- (a) the company to cancel your agreement to buy these securities; or
- (b)
- (c) for damages against the company, every person who was a director of the company on the date of the offering memorandum, and every other person who signed this offering memorandum.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the securities. If you intend to rely on the rights described in (a) or (b) above, you must do



so within strict time limitations. You must commence your action to cancel the agreement within 180 days after the date of the transaction that gave rise to the cause of action. You must commence your action for damages within 120 days of the date on which payment was made for the securities.

If there is a misrepresentation in this offering memorandum, you have a statutory right to sue:

- (a) the company to cancel your agreement to buy these securities; or
- (b) for damages against the company.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the securities. If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days after the date of the transaction that gave rise to the cause of action. You must commence your action for damages within the earlier of:

- (a) 180 days after learning of the misrepresentation; or
- (b) three years after the date of the transaction that gave rise to the cause of action.

### ***Quebec***

If there is a misrepresentation in this offering memorandum, you have a statutory right to sue:

- (a) the company to cancel your agreement to buy these securities; or
- (b) for damages against:
  - (i) the company, and every director and officer of the company;
  - (ii) any dealer under contract to the company;
  - (iii) any person who is required to sign a certificate in the offering memorandum, in accordance with the conditions prescribed by regulations; and
  - (iv) any expert whose opinion, containing a misrepresentation, appeared, with his consent, in the offering memorandum.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the securities. If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days after the date of the transaction that gave rise to the cause of action. You must commence your action for damages within the earlier of:

- (a) in the case of rescission or revision of the price, within three years from the date of the transaction; and
- (b) in the case of damages, within three years of the date on which you acquired knowledge of the facts giving rise to the action, except upon proof that the plaintiff acquired such knowledge more than three years after the date of the transaction as a result of the negligence of the plaintiff, subject to a maximum period of five years from the date of the filing of the offering memorandum with the Autorité des marchés financiers.

In an action for rescission or revision of the price against the Partnership, the defendant may defeat the application only if it is proved the plaintiff knew, at the time of the transaction, of the alleged misrepresentation.

### ***Saskatchewan***

If there is a misrepresentation in this offering memorandum, you have a statutory right to sue:

- (a) the company to cancel your agreement to buy these securities; or
- (b) for damages against:
  - (i) the company, and a director or a promoter of the company, as the case may be, at the time the offering memorandum was sent or delivered;
  - (ii) every person or company whose consent has been filed respecting the offering, but only with respect to reports, opinions or statements that have been made by them;

- (iii) every person who, or company that, in addition to the persons or companies mentioned in clauses (i) and (ii), signed the offering memorandum; and
- (iv) every person who or company that sells Shares on behalf of the company under the offering memorandum.

This statutory right to sue is available to you whether or not you relied on the misrepresentation. However, there are various defences available to the persons or companies that you have a right to sue. In particular, they have a defence if you knew of the misrepresentation when you purchased the securities. If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations. You must commence your action to cancel the agreement within 180 days after the date of the transaction that gave rise to the cause of action. You must commence your action for damages within the earlier of:

- (a) one year after learning of the misrepresentation; or
- (b) six years after the date of the transaction that gave rise to the cause of action.

### **11.3 Contractual Rights of Action in the Event of a Misrepresentation for Subscribers in the Provinces of Manitoba, Quebec, Newfoundland and Labrador, Nunavut, Yukon and the Northwest Territories**

In Manitoba, Quebec, Newfoundland and Labrador, Nunavut, Yukon and the Northwest Territories if there is a misrepresentation in this offering memorandum, you have a contractual right to sue the Partnership:

- a) to cancel the agreement to buy the securities; or
- b) for damages.

This contractual right to sue is available to you whether or not you relied on the misrepresentation. However, in an action for damages, the amount you may recover will not exceed the price that you paid for the securities and will not include any part of the damages that the Partnership proves does not represent the depreciation in value of the securities resulting from the misrepresentation. The Partnership has a defence if it proves that you knew of the misrepresentation when you purchased the securities.

If you intend to rely on the rights described in (a) or (b) above, you must do so within strict time limitations.

You must commence the action to cancel the agreement within 180 days after signing the agreement to purchase the securities. You must commence the action for damages within the earlier of 180 days after learning of the misrepresentation and three years after signing the agreement to purchase the securities.

### ***General***

Securities laws are complex. Reference should be made to the full text of the provisions summarized above relating to rights of action. The rights discussed above are in addition to, and without derogation from, any other rights or remedies which subscribers may have at law.

Subscribers should consult their own legal advisors with respect to their rights and the remedies available to them.

The rights discussed above are in addition to and without derogation from any other rights or remedies, which subscribers may have at law.

## **ITEM 12. FINANCIAL STATEMENTS**

### **12.1 Audited Financial Statements for Year Ended June 30, 2016**

See Reg A Offering Circular for the Audited Consolidated Financial Statements for the Years Ended March 31, 2017 and March 31, 2016, pages **Error! Bookmark not defined.** to 106.

### **12.2 Unaudited Interim Financial Statement**

See Reg A Offering Circular for the Unaudited Consolidated Financial Statements for the Three-Months Ended June 30, 2017 and June 30, 2016, pages 107 to 124.

## ITEM 14. MISCELLANEOUS

### 14.1 Language of Documents

Upon receipt of this document, you hereby confirm that you have expressly requested that all documents evidencing or relating in any way to the sale of the securities described herein (including for greater certainty any purchase confirmation or any notice) be drawn up in the English language only. *Par la réception de ce document, vous confirmez par les présentes que vous avez expressément exigé que tous les documents faisant foi ou se rapportant de quelque manière que ce soit à la vente des valeurs mobilières décrites aux présentes (incluant, pour plus de certitude, toute confirmation d'achat ou tout avis) soient rédigés en anglais seulement.*

## ITEM 15. DATE AND CERTIFICATE

Dated: November 21, 2017

This offering memorandum and Reg A Offering Circular incorporated by reference do not contain a misrepresentation.

**TRUE LEAF MEDICINE INTERNATIONAL LTD.**

"Kevin Bottomley"

Director

"Darcy Bomford"

Director